



**OKLAHOMA**  
Office of Management  
& Enterprise Services

**State of Oklahoma**

**Office of Management and Enterprise Services**

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**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH AMAZON.COM  
SERVICES LLC DBA AMAZON BUSINESS**

This State of Oklahoma Statewide Contract No. 1020 (“Contract”) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Amazon.com Services LLC dba Amazon Business (“Amazon Business” or “Supplier”) and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one year and there are three (3) one-year options by the State to renew the Contract.

**Purpose**

The State is awarding this Contract to Supplier for the acquisition and support of end-user computing devices, servers, storage, and peripherals, as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract State buyers may place orders specific to this Contract.
2. The following Contract Documents are attached hereto and incorporated herein; however, the below documents do not create an order of priority:
  - 2.1. Solicitation 0900000560, Attachment A;
  - 2.2. Contract Requirements, Attachment A, Exhibit 1;
  - 2.3. General Terms, Attachment B;
  - 2.4. Oklahoma Statewide Contract Terms, Attachment C;
  - 2.5. Portions of the Bid, Attachment E;
    - i. Pricing, Attachment E-1;

- ii. Additional Bidder Terms, Amendment No. 1 to Amazon Business Account Terms and Conditions, Attachment E-2;
  - iii. Response to Specifications and Requirements, Attachment E-3;
- 2.6. Negotiated Exceptions to Contract, Attachment F.
- 3. The parties additionally agree:
  - 3.1. Except for any information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
  - 3.2. Unless mutually agreed to in writing by the Chief Information Officer utilizing Attachment F-1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State.
  - 3.3. Attachments referenced in this section are attached hereto and incorporated herein.
- 4. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

*Signatures on following page*

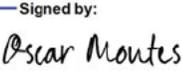
**STATE OF OKLAHOMA**

**AMAZON.COM SERVICES LLC DBA  
AMAZON BUSINESS**

**by and through the**

**OFFICE OF MANAGEMENT AND  
ENTERPRISE SERVICES**

By:   
Amanda Otis (May 22, 2025 16:37 CDT)

By:   
Signed by:  
Oscar Montes  
7059B3CF699A45E...

Name: Amanda Otis

Name: Oscar Montes

Title: State Purchasing Director

Title: Authorized Signatory

Date: May 22, 2025

Date: May 21, 2025

**ATTACHMENT A**  
**SOLICITATION NO. 0900000560**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the the State of Oklahoma, Office of Management and Enterprise Services (OMES), Central Purchasing Division on behalf of Information Services Division (ISD) which desires to enter into a mandatory use, multi-year award Contract as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract for the acquisition and support of end-user computing devices, servers, storage, and peripherals

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are three one-year options to renew the Contract.

**2. Specifications**

Certain Contract requirements and terms are attached hereto as Exhibit 1 and Exhibit 2 and incorporated herein.

Exhibit 1: Contract Requirements

Exhibit 2: Pricing Sheet

## Exhibit 1

### Contract Requirements

1. Category One – Desktop Computer configurations: A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected during installation: (1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops.
2. Category Two – Laptop Computer configurations: A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, Ultrabook, mobile thin clients, Chromebooks, and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this category.
3. Category Three – Ruggedized Device configurations: Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.
4. Category Four – Mac Computer configurations: This category includes all desktop and laptop units that operate on MacOS.
5. Category Five – Servers: A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems.
6. Category Six – Storage: Storage is hardware with the ability to store large amounts of data. This includes SAN switching necessary for the proper functioning of the storage environment.
7. Category Seven – Peripherals & Accessories: Examples of Peripherals & Accessories include but are not limited to input devices, monitors, instructional equipment, cabling, modems, and external drives. Software is an option which must be related to the purchase of equipment and subject to configuration limits. Third party products are allowed to be offered as peripherals & accessories at the discretion of OMES.
8. For reference on Oklahoma agency end user device configurations see Oklahoma's Workstation Standard at: <https://oklahoma.gov/content/dam/ok/en/omes/documents/WorkstationStandard.pdf>

## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

**7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

**10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

**10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

**11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

## **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

## **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

## **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney

General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The

determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

**19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been

accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

**21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

**22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

**23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

**With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 N. Lincoln Blvd., Suite 116  
Oklahoma City, Oklahoma 73105

**26 Miscellaneous**

**26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

**26.2 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.

**26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

**26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

**26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the

Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

#### **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain

payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

## ATTACHMENT C

### OKLAHOMA STATEWIDE CONTRACT TERMS

#### 1. Statewide Contract Type

- 1.1 The Contract is a mandatory 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.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

#### 2. Orders and Addendums

- 2.1 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.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 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 Addendum 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.

### **3. Termination for Funding Insufficiency**

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

### **4. Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

### **5. Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

### **6. Contract Management Fee and Usage Report**

**6.1** 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 Addendum.

**6.2** 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.

**6.3** All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov);
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
  - a.** January 01 through March 31;
  - b.** April 01 through June 30;
  - c.** July 01 through September 30; and
  - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

**6.4** Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma  
Office of Management and Enterprise Services, Central Purchasing  
2401 North Lincoln Boulevard, Suite 118  
Oklahoma City, Oklahoma 73105

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.

## **Attachment E-1 - Pricing**

Pricing to be determined by open market rates as posted by Supplier.

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## AMENDMENT NO. 1 TO AMAZON BUSINESS ACCOUNTS TERMS AND CONDITIONS

This Amendment No. 1 (this “**Amendment**”) to the Amazon Business Accounts Terms and Conditions available at <https://www.amazon.com/gp/help/customer/display.html/?nodeId=201613180>, (as updated from time to time, the “**Terms**”) by and between Amazon Services LLC (“**Amazon**”, “**Contractor**”, “**we**”, “**us**” or “**our**”) and the State of Oklahoma (“**you**” or “**customer**”) is effective as of later date of signature below (the “**Amendment Effective Date**”). Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment will have the meanings ascribed to them in the Terms. The parties agree as follows:

1. **SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES.** The Section titled “**SHIPPING; RETURNS; REPLACEMENT CHARGES; PAYMENT METHODS; TAXES**” (currently Section 3) is hereby deleted and replaced as follows:

“Your purchases are subject to Amazon’s Shipping and Returns Policies. All purchases of physical items from Amazon are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. Unless you are participating in the Pay by Invoice service, payment for all purchases made through your Business Account is due upon shipment or on the date indicated on the checkout page, or, for digital products, when we make the digital product available to you. For returns, Amazon does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, Amazon does not take title to the refunded item. To purchase through Amazon Business, you will need at least one valid payment method associated with your Business Account; if there is a problem charging your selected payment method for any purchase, we may charge any other valid payment method associated with your Business Account. If we send any User a replacement product for a product they originally ordered using an individual payment method (such as a personal credit card) and the original product ordered is not returned within 30 days of the replacement request, you acknowledge and consent that we may charge any eligible payment method on record for the relevant User Account for the replacement product. Subject to applicable Oklahoma law, each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement.”

2. **INDEMNIFICATION.** The Section titled “**INDEMNIFICATION**” (currently Section 5) is hereby deleted in its entirety.
3. **LIMITATIONS OF LIABILITY.** This Section titled “**LIMITATIONS OF LIABILITY**” (currently Section 6) is hereby deleted as replaced as follows:

“TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL AMAZON BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, THAT RESULT FROM YOUR PURCHASE OF ANY PRODUCTS OR USE OF ANY SERVICES, EVEN IF AMAZON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMAZON’S LIABILITY

UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF: (A) TWO TIMES THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT GIVES RISE TO ANY LIABILITY; OR (B) \$20 MILLION.”

4. **CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY.** This Section titled “CUSTOMER INFORMATION, PRIVACY, CONFIDENTIALITY” (currently Section 7) is hereby deleted as replaced as follows:

**“7.1. Customer Information.** We require you to provide information about you and your Users to access and use Amazon Business, and you may need to provide supplemental information to use or purchase some Amazon Business products or services. You will ensure that all information that you provide to us is at all times accurate and complete. We may share information you provide (for example, your organization’s name, addresses, Taxpayer Identification Number) with others in your organization and third parties to confirm the accuracy of such information and your eligibility to use Amazon Business or certain services (for example, to confirm you hold a valid license, certification, or credential where required). To enable us to improve our services, including by making available additional product selection or business pricing, we may share specific order information about the products or services you purchase through your Business Account with the suppliers who provide such products or services. For example, for certain transactions, Amazon Business may share your organization’s name or credentials, shipping address, shipment date, ASIN/SKU, quantity or other relevant information.

**7.2. Privacy.** Except as disclosed in this Agreement, our use of your information is governed by the terms of the Amazon.com Privacy Notice. Please review the [Privacy Notice](#) to understand our practices with respect to your information. Please note that all information about Users and User Accounts associated with a Business Account may be shared with your organization.

**7.3. Confidentiality.** Subject to applicable Oklahoma law, in connection with your use of Amazon Business, we may share with you information which is identified as confidential or that should reasonably be considered confidential (“**Confidential Information**”). You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You may use Confidential Information only in connection with your use of Amazon Business. You will not disclose Confidential Information during the term of this Agreement or at any time during the 5-year period following the termination of the Agreement, unless required by law. This applies to all Confidential Information in your possession, regardless of when or where you receive it.”

5. **GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES.** This Section titled “GOVERNING LAW, DISPUTES, GOVERNMENTAL ENTITIES” (currently Section 8) is hereby deleted as replaced as follows:

**“8.1. Governing Law.** The laws of the State of Oklahoma , without reference to conflict of law rules, as well as the Federal Arbitration Act and federal arbitration law, govern the Agreement and any dispute that might arise between you and us that pertains to Amazon Business or this Agreement. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

**8.2. Disputes.** RESERVED.

**8.3. Public Sector Entities.** If you are a public sector entity and precluded by law from agreeing to any of the provisions of Section 8 as set forth above, then any disputes with you will be governed by the substantive laws of the sovereign under whose laws you were formed and the venue for any such dispute will be the venue required by the laws of such sovereign. Similarly, if the laws of such sovereign would result in other provisions in this Agreement being deemed unlawful, void or for any reason unenforceable against you, those provisions will not apply to you and will be deemed severable from this Agreement. All other provisions in the Agreement remain in full force and effect.”

- 6. THIRD-PARTY OFFERINGS.** This Section titled “**THIRD-PARTY OFFERINGS**” (currently Section 9) is hereby deleted as replaced as follows:

“Parties other than Amazon operate stores, provide services or software, or sell product lines through Amazon Business. In addition, we provide links to the sites of affiliated companies and certain other businesses. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Amazon. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their sites). Amazon does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use. Customer agrees to be bound to any third-party terms and conditions only upon Customer’s acceptance of those terms and conditions.”

- 7. TERM; TERMINATION.** This Section titled “**TERM; TERMINATION**” (currently Section 12) is hereby deleted as replaced as follows:

“This Agreement takes effect when you create a Business Account and continues in effect until you or we terminate it. We may terminate the Agreement by providing notice to your administrators. We reserve the right, in our sole discretion, and with or without notice unless required by applicable law, to refuse service; remove or edit content; modify, suspend or discontinue the availability of any features, products, or services; terminate your right to use some or all of the Amazon Business services; and/or cancel orders. Amazon may choose to charge, modify, or stop charging a fee for any service in its sole discretion. The State may terminate the Agreement by giving us notice and closing your Business Account and each User Account. Upon termination, all rights and obligations under the Agreement automatically terminate except for rights of action occurring prior to termination, payment obligations, and Sections 1, 4, 5, 6, 7.3, 8, 10, 11, 12, 14, 15.”

- 8. NONDISCLOSURE.** You agree that the existence and details of this Amendment are not publicly known and acknowledge that Amazon deems such information to be confidential information under the confidentiality provisions of the Terms (currently Section 7).

- 9. ENTIRE AGREEMENT; CONFLICT.** Except as modified by this Amendment, the Terms will remain in full force and effect. This Amendment, together with the Terms as modified by this Amendment: (a) is intended by the parties as a final, complete and exclusive expression of the terms of their agreement, and (b) supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof. If there is a conflict between the Terms or any other applicable terms, conditions, policies, limitations, and requirements on the Amazon.com website and this Amendment, the terms of this Amendment will control.

**10. COUNTERPARTS AND FACSIMILE DELIVERY.** This Amendment may be executed in two or more counterparts, each of which will be deemed an original and all of which taken together will be deemed to constitute one and the same document. The parties may sign and deliver this Amendment by facsimile transmission.

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**Attachment F to  
STATE OF OKLAHOMA CONTRACT WITH Amazon.com Services LLC dba Amazon Business  
RESULTING FROM SOLICITATION NO. #0900000560  
Negotiated Exceptions to the Solicitation**

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Amazon Business or discussed by the parties.

**ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE**

Attachment B, State of Oklahoma General Terms, Scope and Contract Renewal (Section 1.1, pg. 1)	Section 1.1 is modified as follows:  Supplier may not add products to its offerings under the Contract outside the scope of the Contract and Customer will not use products outside the scope under this Contract.
Attachment B, State of Oklahoma General Terms, Scope and Contract Renewal (Section 1.4, pg. 1)	Section 1.4 shall be modified as notated below. The proposed edits are made to require mutual agreement to extend the term of the contract. Additional edits were made to coincide with the marketplace pricing proposed by Amazon Business.  The Parties may mutually agree to extend the Contract for ninety (90) days beyond a final renewal term. If the Parties mutually agree to exercise such option to extend ninety (90) days, they shall enter into a bilateral modification to the contract in writing prior to Contract end date. The State may request to exercise subsequent ninety (90) day extensions to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
Attachment B, State of Oklahoma General Terms, Contract Effectiveness and Order of Priority (Section 2.2, pg. 2)	Section 2.2 shall be modified as follows:  Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the order of precedence set forth below, provided, however, the Amazon Business Account Terms and Conditions set forth <a href="https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&amp;nodeId=G7Y257XSKCZ2E4EY">hereat <u>https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&amp;nodeId=G7Y257XSKCZ2E4EY</u></a> (Amazon Business Account Terms and Conditions), as modified by Amendment No. 1, shall take precedence over all other Contract Documents, however, to the extent any Contract Document, or a hyperlink or uniform resource locator that is identified in the Contract Documents contains a terms or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.
Attachment B, State of Oklahoma General Terms, Contract Effectiveness and Order of Priority (Section 2.3, pg. 3)	Section 2.3 shall be modified as follows:  If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum. Notwithstanding the foregoing, the Amazon Business Account Terms and Conditions, as modified by Amendment No. 1 shall take precedence and control over any conflicting terms in all other Contract Documents. However, to the extent any Contract Document, or a hyperlink or uniform resource locator that is identified in the Contract Documents contains a terms or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.
Attachment B, State of Oklahoma General Terms, Modification of Contract Terms and Contract Documents	Section 3.1 shall be modified as follows:  The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the

(Section 3.1, pg. 3)	Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract. Notwithstanding the foregoing, the State acknowledges and agrees that the Amazon Business Account Terms and Conditions may be modified by Supplier in accordance with its ordinary course of business, and per the Amazon Business Account Terms and Conditions, and such modification shall become effective as set forth therein. However, any conflicting terms will be resolved under Amendment No. 1 to the Amazon Business Account Terms and Conditions. Further, to the extent any hyperlink or uniform resource locator that is identified in the Contract Documents contains a terms or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.1, pg. 3)	Section 4.1 shall be modified as follows:  Acquisition means items, products, materials, supplies, and equipment acquired by purchase, under the Contract.
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.7, pg. 4)	Section 4.1 shall be modified as follows:  Contract Document means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier’s Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; the Amazon Business Account Terms and Conditions; and other mutually executed documents and any Addendum.
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.20, pg. 5)	Section 4.20 is deleted in its entirety and replaced with the following:  Supplier Confidential Information has the meaning set forth under Section 7.3 Confidentiality of the Amazon Business Account Terms and Condition, as modified in Amendment No. 1
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.21, pg. 5)	Section 4.21 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment B, State of Oklahoma General Terms, Definitions (Section 4.22, pg. 6)	New Section 4.22 is added as follows.  Amazon Business Account Terms and Conditions means the terms and conditions set forth <a href="https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&amp;nodeId=G7Y257XSKCZ2E4EY">at https://www.amazon.com/gp/help/customer/display.html?ie=UTF8&amp;nodeId=G7Y257XSKCZ2E4EY</a> , as may be updated by Supplier in its ordinary course of business and in accordance with its terms, between Supplier and the Customer which govern Customer’s access to, use of, and transactions made through Amazon Business. However, any conflicts will be resolved by Amendment No. 1 to the Amazon Business Account Terms and Conditions. Further, to the extent any hyperlink or uniform resource locator that is identified in the Contract Documents contains a terms or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.
Attachment B, State of Oklahoma General Terms, Pricing (Section 5, pg. 6)	Section 5 is deleted in its entirety and replaced with the following:  Pricing shall be subject to Section 3 Shipping; Returns; Replacement Charges; Payment Method; Taxes of the Amazon Business Account Terms and Condition.  Taxes for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions.

	<p>The Amazon Tax Exemption Program (ATEP) allows Amazon Business customers to apply a tax-exemption status to eligible purchases from Amazon and affiliates or other participating selling partners. To apply tax-exempt status to eligible purchases, organizations enroll their business account in ATEP. An administrator with an Amazon account already enrolled can migrate their ATEP settings in Business Settings. The Amazon Tax Exemption Wizard guides the process of enrolling. Tax-exempt status usually activates within 15 minutes of enrolling. If the organization must upload a certificate, approval takes up to 24 hours. NOTE: ATEP is offered to selling partners but they are not required to participate. As a result, your exemption may not apply to sales sold by nonparticipating selling partners. As a result, Amazon Business allows for organizations to set a policy on that account that restricts or blocks selling partners that do not participate in ATEP. For more information, please see the ATEP Terms and Conditions: <a href="https://www.amazon.com/gp/help/customer/display.html/?nodeId=200770210&amp;pop-up=1">https://www.amazon.com/gp/help/customer/display.html/?nodeId=200770210&amp;pop-up=1</a>.</p>
Attachment B, State of Oklahoma General Terms, Ordering, Inspection, and Acceptance (Section 6, pg. 6)	<p>Section 6 is deleted in its entirety and replaced with the following:</p> <p>Ordering, Inspection, and Acceptance shall be pursuant to Section 3 Shipping; Returns; Replacement Charges; Payment Method; Taxes of the Amazon Business Account Terms and Conditions, however, to the extent any Contract Document, or a hyperlink or uniform resource locator that is identified in the Contract Documents contains a term or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.</p>
Attachment B, State of Oklahoma General Terms, Invoices and Payment (Section 7, pg. 8)	<p>Section 7 is deleted in its entirety and replaced with the following:</p> <p>The payment method for all goods and products purchased under the Contract shall be subject to Section 3 of the Amazon Business Accounts Terms and Conditions, which includes a Pay By Invoice Service. If the State elects to use the Pay By Invoice Service, Invoices and Payment shall be pursuant to the Amazon Business Pay by Invoice Terms &amp; Conditions found <a href="#">here</a>.</p>
Attachment B, State of Oklahoma General Terms, Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8, pg. 8)	<p>Section 8 is deleted in its entirety and replaced with the following:</p> <p>Amazon Business provides insurance information via a link to our Memorandum of Insurance (MOI) from our insurance broker. This MOI is available to view and download anytime. The MOI gives information about Amazon's insurance programs in the same way as a Certificate of Insurance (COI), but with the added benefit of real-time verification. A MOI provides online information about Amazon's insurance programs, including: coverages maintained, policy numbers and effective dates, limits, insurer identification, and any applicable clauses regarding additional insured, waiver of subrogation, and primary and non-contributory.</p> <p><a href="https://ir.aboutamazon.com/Amazons-Insurance/">https://ir.aboutamazon.com/Amazons-Insurance/</a></p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9, pg. 10)	<p>Section 9 shall be modified as follows:</p> <p>Compliance with federal clauses is required only if federal funds will be used under the contract. Until the parties know for certain that federal funds will be used, including both timing and amount, these clauses remain inapplicable. To the extent federal funds are used in the future, the parties agree that the federal clauses will only apply after the parties reach a mutually acceptable version of the applicable clauses.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.1.A, pg. 10)	<p>Section 9.1.A is deleted in its entirety.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.1.B, pg. 10)	<p>Section 9.1.B is modified with additional language as follows:</p> <p>Provided however, Supplier shall have an obligation to comply with the above referenced laws and regulations required in connection with the receipt of federal funds or other funding source. Provided however, that 1) federal funding terms shall not apply unless and until federal funds are used and 2) the Customer and Supplier agree that the federal fundings terms are applicable and have had a chance to negotiate said terms.</p>

Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.1.C, pg. 10)	<p>Section 9.1.C is modified with additional language as follows:</p> <p>Provided however, Supplier shall have an obligation to comply with the above referenced laws and regulations required in connection with the receipt of federal funds or other funding source. Provided however, that 1) federal funding terms shall not apply unless and until federal funds are used and 2) the Customer and Supplier agree that the federal fundings terms are applicable and have had a chance to negotiate said terms.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.1.F, pg. 11)	<p>Section 9.1.F is deleted in its entirety.</p> <p>This section is inapplicable and is intentionally omitted.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.1.G, pg. 11)	<p>Section 9.1.G is modified with additional language as follows:</p> <p>Provided however, Supplier shall have an obligation to comply with the above referenced laws and regulations required in connection with the receipt of federal funds or other funding source. Provided however, that 1) federal funding terms shall not apply unless and until federal funds are used and 2) the Customer and Supplier agree that the federal fundings terms are applicable and have had a chance to negotiate said terms.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.2, pg. 11)	<p>Section 9.2 is deleted in its entirety.</p> <p>This section is inapplicable and is intentionally omitted.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.4, pg. 11)	<p>Section 9.4 is deleted in its entirety.</p> <p>Supplier shall have an obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source. Provided however, that 1) federal funding terms shall not apply unless and until federal funds are used and 2) the Customer and Supplier agree that the federal fundings terms are applicable and have had a chance to negotiate said terms.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.5, pg. 12)	<p>Section 9.5 shall be modified as follows:</p> <p>The Supplier is responsible to review and inform its employees supporting the Contract of the Supplier's obligations under the Contract and Supplier certifies, to the best of its knowledge and belief, at the time of this certification, that its employees will comply with minimum requirements and applicable provisions of the Contract.</p>
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.6, pg. 12)	<p>Section 9.6 is deleted in its entirety.</p> <p>This section is inapplicable and is intentionally omitted.</p>

Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.7, pg. 12)	Section 9.7 shall be modified as follows:  The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier’s knowledge at the time of this representation, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.8, pg. 12)	Section 9.8 shall be modified as follows:  Supplier represents, to the best of its knowledge and belief, at the time of this representation, that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.9, pg. 12)	Section 9.9 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment B, State of Oklahoma General Terms, Compliance with Applicable Laws (Section 9.10, pg. 12)	Section 9.10 is modified as follows:  Amazon certifies that it endeavors to make the Amazon Business website accessible for its customers, including by using internal tools, as informed by multiple accessibility guidelines and best practices. We take this approach because Amazon, including Amazon Business, operates highly dynamic, continually evolving, worldwide, online experiences, to provide its retail experience for customers. Complete certification of a website that routinely adjusts to meet customer preference would not recognize the rapid evolution of customer preference and accessibility progression.
Attachment B, State of Oklahoma General Terms, Audits and Records Clause (Section 10.1, pg. 13)	Section 10.1 shall be modified as follows:  As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier shall provide State and Customers access to Amazon Business Analytics (“ABA”) whereby State and Customers may generate reports based on purchasing activity pertinent to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. ABA functionality will include the ability to customize, view, and download reports including order details, refunds, returns, and reconciliation.
Attachment B, State of Oklahoma General Terms, Audits and Records Clause (Section 10.3, pg. 13)	Section 10.3 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment B, State of Oklahoma General Terms, Supplier Confidential Information (Section 11, pg. 13)	Section 11 is deleted in its entirety and replaced with the following:  Confidentiality shall be pursuant to Section 7 Customer Information, Privacy, Confidentiality of the Amazon Business Account Terms and Condition.
Attachment B, State of Oklahoma General Terms,	Section 12 shall be modified as follows:

<p>Conflict of Interest (Section 12, pg. 15)</p>	<p>In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to the best of their actual knowledge and belief, disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Supplier has an obligation under the Contract, to the best of Supplier's actual knowledge and belief, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.</p>
<p>Attachment B, State of Oklahoma General Terms, Assignment and Permitted Subcontractors (Section 13, pg. 16)</p>	<p>Section 13 is deleted in its entirety and replaced with the following:  Assignment and Permitted Subcontractors shall be pursuant to Section 15.2 Assignment of the Amazon Business Account Terms and Condition.</p>
<p>Attachment B, State of Oklahoma General Terms, Background Checks and Criminal History Investigations (Section 14, pg. 17)</p>	<p>Section 14 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.</p>
<p>Attachment B, State of Oklahoma General Terms, Patents and Copyrights (Section 15, pg. 17)</p>	<p>Section 15 is deleted in its entirety and replaced with the following:  Patents and Copyrights shall be pursuant to Section 13 Copyrights; Trademarks; Patents of the Amazon Business Account Terms and Condition.</p>
<p>Attachment B, State of Oklahoma General Terms, Indemnification (Section 16, pg. 18)</p>	<p>Section 16 is deleted in its entirety.</p>
<p>Attachment B, State of Oklahoma General Terms, Termination for Cause (Section 18, pg. 20)</p>	<p>Section 18 is deleted in its entirety and replaced with the following:  Termination for Cause shall be pursuant to Section 12 Term and Termination of the Amazon Business Account Terms and Condition.</p>
<p>Attachment B, State of Oklahoma General Terms, Termination for Convenience (Section 19, pg. 21)</p>	<p>Section 19 is deleted in its entirety and replaced with the following:  Termination for Convenience shall be pursuant to Section 12 Term and Termination of the Amazon Business Account Terms and Condition.</p>
<p>Attachment B, State of Oklahoma General Terms,</p>	<p>Section 21 shall be modified as follows:</p>

<p>Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 21, pg. 24)</p>	<p>The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if, to the best of Supplier's knowledge and belief, the certification becomes erroneous due to changed circumstances.</p>
<p>Attachment B, State of Oklahoma General Terms, Certification Regarding State Employees Prohibition From Fulfilling Services (Section 22, pg. 24)</p>	<p>Section 22 shall be modified as follows:</p> <p>Pursuant to 74 O.S. § 85.42, the Supplier certifies, to the best of its knowledge and belief, that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract</p>
<p>Attachment B, State of Oklahoma General Terms, Force Majeure (Section 23.2, pg. 24)</p>	<p>Section 23.2 shall be modified as follows:</p> <p>Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.</p>
<p>Attachment B, State of Oklahoma General Terms, Force Majeure (Section 23.3, pg. 24)</p>	<p>Section 23.3 shall be modified as follows:</p> <p>Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.</p>
<p>Attachment B, State of Oklahoma General Terms, Security of Property and Personnel (Section 24, pg. 25)</p>	<p>Section 24 is deleted in its entirety.</p> <p>This section is inapplicable and is intentionally omitted.</p>
<p>Attachment B, State of Oklahoma General Terms, Notices (Section 25, pg. 25)</p>	<p>Section 25 is deleted in its entirety and replaced with the following:</p> <p>Notices shall be pursuant to Section 15.7 Notices of the Amazon Business Account Terms and Condition.</p>
<p>Attachment B, State of Oklahoma General Terms, Choice of Law and Venue (Section 26.1, pg. 25)</p>	<p>Section 26.1 shall be modified as follows:</p> <p>Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in state or federal courts in Oklahoma County, Oklahoma.</p>

Attachment B, State of Oklahoma General Terms, Employment Relationship (Section 26.3, pg. 26)	Section 26.3 shall be modified as follows:  The Contract does not create an employment relationship. Individuals providing products pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.
Attachment B, State of Oklahoma General Terms, Transition Services (Section 26.4, pg. 26)	Section 26.4 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment B, State of Oklahoma General Terms, Open Records Act (Section 26.6, pg. 27)	Section 26.6 shall be modified as follows:  Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 <i>et seq.</i> Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required. Subject to the foregoing and to the extent allowed by law, Customer will give Supplier reasonable advance written notice to allow the Supplier to seek a protective order or other appropriate remedy and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.
Attachment B, State of Oklahoma General Terms, Mutual Responsibilities (Section 26.8.D, pg. 27)	Section 26.8.D is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment B, State of Oklahoma General Terms, Sovereign Immunity (Section 26.12, pg. 28)	Section 26.12 shall be modified as follows:  Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State. State and Customer acknowledge and agree that they shall remain liable for nonpayment of any obligation to pay for products or services incurred under the Contract.
Attachment B, State of Oklahoma General Terms, Import/Export Controls (Section 26.16, pg. 29)	Section 26.16 is deleted in its entirety.  This section is inapplicable and is intentionally omitted.
Attachment C State of Oklahoma Statewide Contract Terms, Statewid e Contract Type (Section 1.2, pg. 1)	Section 1.2 shall be modified as follows:  The Contract is a contract for indefinite delivery and quantity for the Acquisitions available under the Contract.
Attachment C, State of Oklahoma Statewide Contract Terms, Orders and Addendum (Section 2.1, pg. 1)	Section 2.1 shall be modified as follows:  Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier 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.
Attachment C, State of Oklahoma	Section 2.3 shall be modified as follows:

<p>Statewide Contract Terms, Orders and Addendum (Section 2.3, pg. 1)</p>	<p>Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the Amazon Business Account Terms and Conditions or the General Terms and are acceptable to Supplier. However, an Addendum 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.</p>
<p>Attachment C, State of Oklahoma Statewide Contract Terms, Termination for Funding (Section 3, pg. 2)</p>	<p>Section 3 shall be modified as follows:  In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.</p>
<p>Attachment C, State of Oklahoma Statewide Contract Terms, Termination for Cause (Section 4, pg. 2)</p>	<p>Section 4 is deleted in its entirety and replaced with the following:  Termination for Cause shall be pursuant to Section 12 Term and Termination of the Amazon Business Account Terms and Condition.</p>
<p>Attachment C, State of Oklahoma Statewide Contract Terms, Termination for Convenience (Section 5, pg. 2)</p>	<p>Section 5 is deleted in its entirety and replaced with the following:  Termination for Convenience shall be pursuant to Section 12 Term and Termination of the Amazon Business Account Terms and Condition.</p>
<p>Attachment C, State of Oklahoma Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.1, pg. 2)</p>	<p>Section 6.1 shall be modified as follows:  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 as defined in Section 6.2. 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.</p>
<p>Attachment C, State of Oklahoma Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.2, pg. 3)</p>	<p>Section 6.2 shall be modified as follows:  Supplier shall pay a quarterly Administrative Fee ("Fee") payable to "State of Oklahoma." The Fee is one percent (1%) of the dollar value of Eligible Purchases ("Eligible Purchases") made within the approved list of in-scope categories shown below. Eligible Purchases shall exclude gift cards, discounts, rebates, or other credits for purposes of the calculation of the Fee and applies to all payments (net of returns, credits, or adjustments) received by Contractor and any resellers, distributors, partners, or agents for all supplies, materials, and equipment provided under the contract during a quarter, beginning with the first Eligible Purchase after the date of execution of this Contract. Eligible Purchases shall be limited to those purchases made by the State of Oklahoma within the following Amazon Specific Item Number (ASIN) (an ASIN is the internal Amazon version of a SKU) Categories:</p>
	<p><b>Category Description</b></p> <ul style="list-style-type: none"> <li>1100 Tablets</li> <li>0500 Monitors (147)</li> <li>0600 Drives</li> <li>5500 Power (23)</li> <li>1400 Laptop Accessories</li> <li>1500 Tablet Accessories (147)</li> <li>Wireless Bluetooth</li> <li>0200 Laptops (147)</li> </ul>

	<p>0300 Computer Components (147)  0900 Networking (147)  0700 Memory (147)  Wireless Accessories  13000 Hardware (60)  5700 Cables (23)  Accessories  0400 Computer Peripherals (147)  Computers and Internet  6200 PC Performance (65)  0700 Portable Electronics (23)  02000 Hardware</p> <p>First quarter of payment may be adjusted in order to bring payments into normal quarterly calendar cycle. Subsequent to the first Fee period, each Fee period will begin on the first day of each calendar quarter and end on the last day of the calendar quarter. Initial Fee payment period will begin upon initiation of spend of Eligible Purchases via State’s Customer Account following Effective Date of this Contract.</p> <p>Supplier shall subtract from the calculation of the Fee the dollar amount of Eligible Purchases that are returned for a full or partial refund; the cost of any shipping and handling charges; gift-wrapping fees; service charges; credit card processing fees; bad debt on the State of Oklahoma’s single Customer Account [REDACTED] (which shall be reconciled no later than 180 days from the date on which a Purchaser is invoiced); and any applicable taxes. To the extent that returns or refunds cross payment periods, Contractor will adjust the Fee accordingly.</p> <p>The Fee shall only apply to Eligible Purchases made on the Amazon Business U.S. online store using the State of Oklahoma’s single Customer Account [REDACTED]. For the avoidance of doubt, only Eligible Purchases made through this designated Customer Account shall count toward the State’s total expenditures subject to the Fee. The parties shall cooperate with each other to perform such further acts, matters or things as reasonably necessary to designate the State’s Customer Account for accrual of the Fee. The parties further agree that Eligible Purchases may not be used in connection with or contribute in any way to any other cooperative agreements or similar arrangements outside of the abovementioned Master Agreement and this PA.</p> <p>The parties agree that the Fee does not constitute a gift under any applicable law. Supplier is paying to the State the Fee without any expectation of payment, preference or benefit of any type from the State now or in the future. By entering into this Contract, the State certifies that its acceptance of the Fee does not violate any federal, state, local or institutional ethics or procurement laws, regulations, or other rules that would restrict or prohibit its receipt.</p> <p>Supplier shall submit a Contract Usage Report (“Report”) on a quarterly basis as delineated in 6.3 below. 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.</p>
<p>Attachment C,  State of Oklahoma  Statewide  Contract Terms,  Contract  Management Fee  and Usage Report  (Section 6.3, pg. 3)</p>	<p>Section 6.3 shall be modified as follows:</p> <p>The State agrees to accept Supplier standard reports. Report shall provide only the total dollar value of all Eligible Purchases on the State’s single Amazon Business Customer Account and not any other customer spend outside of the scope of this Contract. The Report shall be provided to Customer in the following format:  Customer Name / Quarterly Revenue (\$) / Fee(\$)</p> <p>Customer will validate the Report upon receipt. Questions regarding the Report, if any, will be sent to the Amazon Business Contract Manager at:  Contact: Tom Wilson</p>

	<p>Phone #: 510-207-6416  E-mail address: tthowl@amazon.com</p>
<p>Attachment C,  State of Oklahoma  Statewide  Contract Terms,  Contract  Management Fee  and Usage Report  (Section 6.4, pg. 4)</p>	<p>Section 6.4 shall be modified as follows:</p> <p>After the State receives the Report, it will send Amazon an invoice for the total quarterly Fee owed to the State. Amazon will provide a Purchase Order number and other applicable payment information along with the Report in order for the State to submit an invoice to Amazon. Amazon will pay the Fee within 60 days (NET 60) from receipt of a properly submitted and accurate invoice. Amazon will pay the Fee quarterly in the form of EFT. EFT payment will be made to the account provided by the State in Amazon Payee Central. Following execution of this Contract, Amazon will provide the invitation for the State to access Amazon Payee Central and provide its account information in order to receive payments. The State is solely responsible for properly providing its account information into the Payee Central system in order for Amazon to execute timely EFT payments.</p>
<p>Attachment D,  State of Oklahoma  Information  Technology Terms</p>	<p>Attachment D, State of Oklahoma Information Technology Terms, is deleted in its entirety.</p> <p>Attachment D is inapplicable and is intentionally omitted.</p>