



**State of Oklahoma
Office of Management and Enterprise
Services
Central Purchasing – State Use**

Statewide Contract Award

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

Contract Issuance Date: July 1, 2013

Statewide Contract #: SW700

Contract Title: Highway Litter Removal Services

Total Number of Vendors: 13

Authorized Users: All state agencies, members of Oklahoma boards and commissions, schools, counties and municipalities. Including Native American Tribal Governments, upon execution of this document and the entire 'Tribal Government Participating Addendum'. A copy of which has been attached to the end of this contract.

Type of Contract: This is a firm fixed price contract for the indefinite delivery and indefinite quantity for the supplies specified

Contract Priority: This contract is awarded according to the State Use Statute, Title 74, Chapter 48, Sections 3001-3010 et. seq. This is a MANDATORY statewide contract which must be used for the purchase of the above products.

CONTRACT VENDORS: **People Soft #: 000000000000000000000000002203**

Vendor ID: 0000073769

Power Shop www.powershopinc.org

2103 W. Beech

Duncan, OK 73533

Tammy Loyd, Program Director

Phone: (580) 252-4516

Fax: (580) 252-6903

Email: Tammy@powershopinc.org

People Soft #: 000000000000000000000000002204

Vendor ID: 0000056794

Sunshine Industries, Inc. www.sunshine-industries.com

500 Park SE

Ardmore, OK 73402

Melissa Walker, Executive Director

Phone: (580) 226-1444

Fax: (580) 226-1462

Email: sunshineind@sbcglobal.net

People Soft #: 000000000000000000000000002205

Vendor ID: 0000072760

Kibois Community Action Foundation www.kibois.org

1105 E Central

Stigler, OK 74462

Matt Gentry, Executive Director

Phone: (918) 647-7265

Fax: (918) 647-3268

Email: Matt.Gentry@kibois.org

People Soft #: 000000000000000000000000002206

Central Purchasing • Will Rogers Office Building (2401 N. Lincoln Boulevard), Suite 116 / P.O. Box 528803 • Oklahoma City, OK 73152-8803
Telephone: 405/521-2110 • Fax: 405/521-4475 • www.omes.ok.gov

Vendor ID: 0000074187
New Horizons Unlimited, Inc
14773 CR 3544
Ada, OK 74821
Gary Phillips, Executive Director
Phone: (580) 436-4535
Fax: (580) 421-9490
Email: garywilsonphillips@yahoo.com

People Soft #: 0000000000000000000002208

Vendor ID: 0000058596
People Inc, of Sequoyah County www.peopleinc.org
205 JT Stites
Sallisaw, OK 74955
Jim Harris, CEO
Phone: (918) 775-7797
Fax: (918) 776-2028
Email: JHarris@peopleinc.org

People Soft #: 0000000000000000000002209

Vendor ID: 0000072734
Opportunity Center, Inc www.opcenterok.org
2225 N Union
Ponca City, OK 74601
Julie Grigsba, Executive Director
Phone: (580) 765-6782 Ext. 117
Fax: (580) 765-5701
Email: JGrigsba@opcenterok.org

People Soft #: 0000000000000000000002215

Vendor ID: 0000073947
Oklahoma Production Center, Inc
216 West Ave
Tahlequah, OK 74464
Daniel Perry, Director of Programs & Services
Phone: (918) 235-4577
Fax: (918) 456-1969
Email: opcdd@sbcglobal.net

People Soft #: 0000000000000000000002211

Vendor ID: 0000072956
MPower
516 Expo Circle S
Stillwater, OK 74075
Amy Spiva, Executive Director
Phone: (405) 377-0834
Fax: (405) 377-0860
Email: director@mpowerok.org

People Soft #: 0000000000000000000002212

Vendor ID: 0000073953
South Central Industries, Inc.
130 N. Louisa
Shawnee, OK 74802
Tina Hanna, Executive Director
Phone: (405) 275-3851
Fax: (405) 275-7001
Email: scithanna@yahoo.com

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People Soft #: 00000000000000000000000002213

Vendor ID: 0000073316

Sertoma SHOP www.sertomashop.com

222 S Memorial Dr

Tulsa, OK 74112

Steve White, Executive Director

Phone: (918) 835-7467

Fax: (918) 835-3274

Email: sertomasteve@sbcglobal.net

People Soft #: 00000000000000000000000002214

Vendor ID: 0000058453

Searchlight Center, Inc www.searchlightcenter.org

902 S Park

Hobart, OK 73651

Shirley Linville, CEO

Phone: (580) 726-6635 Ext 13

Fax: (580) 726-3878

Email: SLinville@searchlightcenter.org

People Soft #: 00000000000000000000000002503

Vendor ID: 0000317874

Life Circles, Inc.

308 Wilson Rd

Weatherford, OK 73096

Jennifer Bradshaw, Director

Phone: (405) 247-2055

Fax: (405) 247-5198

Email: lifecircles@hughes.net

People Soft #: 00000000000000000000000002502

Vendor ID: 0000264980

Sequoyah Therapy, Inc.

PO Box 158

Sallisaw, OK 74955

Jim Harris

Phone: (918) 775-7797

Email: jharris@peopleinc.org

SW700-Highway Litter Removal Services

General Provisions

This contract has been awarded in accordance with provisions of Senate Bill No. 4, Title 74, Section 3007 A:

"Whenever the State of Oklahoma or any of its agencies intends to procure any product or service included in the procurement schedule, that entity shall secure the product or service from a qualified nonprofit agency providing employment to people with severe disabilities at the fair market price determined by the Committee, if the product or service is available within the period required by the entity." **Section 3007 B:** "An agency of this state shall not evade the intent and meaning of this section by slight variations from standards adopted by the Department of Central Services." Amended by Laws 1996, c. 322, § 7, emerg. eff. June 12, 1996.

GP-3 Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

GP-8 Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

GP-13 Termination of Contract.

- (a) This contract can be canceled by the supplier for just cause with 30 day written request and upon written approval from Central Purchasing.
- (b) The State may cancel with just cause upon written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-14 Extension of Contract.

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

GP-15 Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to the expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract the contract shall have precedence.

GP-16 State and Federal Taxes.

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

GP-17 Contractor Invoices.

- (a) The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoice and receive payment. If the bidders wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- (c) If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty.
Contact the Office of State Finance at (405) 521-214 for a copy of the regulations.
- (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

GP-19 Audit and Records.

- (a) As used in this clause, "records" includes books, documents, 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. On forming any contract with the State, the successful

bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.

- (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years, following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising

out of the action are resolved or until the end of the three year retention period, whichever is later.

GP-20 Gratuities.

The right of the contractor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g. an entertainment or gift) to an officer, official or employee of Central Purchasing.

GP-23 Contract Usage Reporting Requirements.

- (a) Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals and Municipalities.
- (b) Reports shall be submitted quarterly regardless of quantity.
- (c) Usage Reports shall be delivered to Central Purchasing, Suite 116 Will Rogers Building, 2401 N. Lincoln Blvd., Oklahoma City, OK within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision.
- (d) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31
- (e) Failure to provide usage reports shall result in cancellation or suspension of contract.

Primary Point of Contact:

Daron Hoggatt, State Use Administrator & Contracting Officer

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