



**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 #: 0000000000000000000002203**  
**Vendor ID: 0000073769**  
 Power Shop [www.powershopinc.org](http://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](mailto:Tammy@powershopinc.org)

**People Soft #: 0000000000000000000002204**  
**Vendor ID: 0000056794**  
 Sunshine Industries, Inc. [www.sunshine-industries.com](http://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](mailto:sunshineind@sbcglobal.net)

**People Soft #: 0000000000000000000002205**  
**Vendor ID: 0000072760**  
 Kibois Community Action Foundation [www.kibois.org](http://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](mailto:Matt.Gentry@kibois.org)

**People Soft #: 0000000000000000000002206**

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](http://www.omes.ok.gov)

**Vendor ID: 000074187**  
New Horizons Unlimited, Inc  
14773 CR 3544  
Ada, OK 74821  
Gary Phillips, Executive Director  
Phone: (580) 436-4535  
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Email: [garywilsonphillips@yahoo.com](mailto:garywilsonphillips@yahoo.com)

**People Soft #: 000000000000000000002208**

**Vendor ID: 000058596**  
People Inc, of Sequoyah County [www.peopleinc.org](http://www.peopleinc.org)  
205 JT Stites  
Sallisaw, OK 74955  
Jim Harris, CEO  
Phone: (918) 775-7797  
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Email: [JHarris@peopleinc.org](mailto:JHarris@peopleinc.org)

**People Soft #: 000000000000000000002209**

**Vendor ID: 000072734**  
Opportunity Center, Inc [www.opcenterok.org](http://www.opcenterok.org)  
2225 N Union  
Ponca City, OK 74601  
Julie Grigsba, Executive Director  
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Email: [JGrigsba@opcenterok.org](mailto:JGrigsba@opcenterok.org)

**People Soft #: 000000000000000000002215**

**Vendor ID: 000073947**  
Oklahoma Production Center, Inc  
216 West Ave  
Tahlequah, OK 74464  
Daniel Perry, Director of Programs & Services  
Phone: (918) 235-4577  
Fax: (918) 456-1969  
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**People Soft #: 000000000000000000002211**

**Vendor ID: 000072956**  
MPower  
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Stillwater, OK 74075  
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**People Soft #: 000000000000000000002212**

**Vendor ID: 000073953**  
South Central Industries, Inc.  
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Telephone: 405/521-2110 • Fax: 405/521-4475 • [www.dcs.ok.gov](http://www.dcs.ok.gov)

People Soft #: 0000000000000000000002213

Vendor ID: 0000073316

Sertoma SHOP [www.sertomashop.com](http://www.sertomashop.com)

222 S Memorial Dr

Tulsa, OK 74112

Steve White, Executive Director

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Email: [sertomasteve@sbcglobal.net](mailto:sertomasteve@sbcglobal.net)

People Soft #: 0000000000000000000002214

Vendor ID: 0000058453

Searchlight Center, Inc [www.searchlightcenter.org](http://www.searchlightcenter.org)

902 S Park

Hobart, OK 73651

Shirley Linville, CEO

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People Soft #: 0000000000000000000002503

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Vendor ID: 0000264980

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Jim Harris

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## 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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