



**State of Oklahoma  
Department of Central Services  
Central Purchasing**

**Awarded Vendors Information**

**Vendor Name:** Kiamichi Opportunities, Inc.

**Vendor ID#:** 0000074288

**Vendor Address:** Address: PO Box 669

City: Hugo

State: OK

Zip Code: 74743

**Contact Person Name:** William Smith

**Phone #:** 1 - 580 - 326 - 7548

**Title:** Executive Director

**Fax #:** 1 - 580 - 326 - 7540

**Email:** ws1968@hotmail.com

**Website:** www.kiamichiopportunities.com

**Authorized Location:**  Locations list attached as (*attachment title*)

Address: 405 N 16th St.

City: Hugo

State: OK

Zip Code: 74743

**Contract ID #:** 000000000000000000002137

**Delivery:** 10 business days

**Minimum Order:** N/A

**P/Card Accepted:**  Yes  No

**Other:** FEI Number: 73-1219338

SHIPPING CHARGES: Shipping will be added as a separate line item.

Orders of 10 LB - 20 LB = \$5.00 Shipping

Orders of 21 LB - 40 LB = \$10.00 Shipping

Orders of 41 LB - 60 LB = \$15.00 Shipping

Orders of 61 LB - 80 LB = \$20.00 Shipping

Orders of 81 LB - 100 LB = \$25.00 Shipping

Orders of 100 LB or more = NO SHIPPING

Agencies will be allowed to mix items to reach minimum/maximum quantity for shipping and volume discounts.

**VOLUME DISCOUNTS**

Orders between 10,000 LBs - 20,999 LB's

Discount = 5% off of the order

½ Truck Load = 21,000 LBS

Discount = 10% off of the order

21,001 LB's – 41,999 LBS

Discount = 10% off of the order

Truck Load = 42,000 LB's

Discount = 20% off of the order

**SW10097- Pasta  
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-4 Authorized Users.**

Bids shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful bidder(s).

*CHECK APPROPRIATE BLOCK*

- Yes, bid permits usage by other than State Agencies  
 No, bid permits usage by State Agencies only.

**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) 521-2141 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.

**SW10097- Pasta**  
**SPECIAL PROVISIONS (SP)**

**SP- 1 Contract Period**

The contract is for a twelve month period, commencing May 13, 2010 and ending May 12, 2011. The contract may be renewed for up to three (3), one (1) year option periods.

**SP- 2 Extension of Contract**

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

**SP-3 Type of Contract**

This will be a mandatory statewide contract that is available to all state agencies. This contract will be awarded according to the State Use Statute, Title 74, Chapter 48, Sections 3001-3010 et. seq. Other government agencies may avail themselves of this contract.

**SP-6 Required Delivery**

- 6.1. Delivery shall be made within ten (10) business days.
- 6.2. Unless determined to be the error of the ordering party, the Supplier shall not be entitled to a Restocking fee/Returned Goods charge or return freight costs. Should goods need to be returned due to the error of the ordering party, goods may be returned in the original condition, freight prepaid, with a ten percent (10%) of sales cost for a restocking/returned goods charge. Goods must be returned within ten (10) business days for consideration of this credit.

**SP-7 Volume Discounts**

Orders between 10,000 LBS - 20,999 LB's	Discount = 5% off of the order
½ Truck Load = 21,000 LBS	Discount = 10% off of the order
21,001 LB's – 41,999 LBS	Discount = 10% off of the order

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.dcs.ok.gov

Truck Load = 42,000 LB's

Discount = 20% off of the order

**SP-8 Awarded Supplier Invoices**

9.1. The supplier shall be paid upon submission of proper certified invoices to the ordering party 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 a delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice, and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

9.2. In case of partial delivery, the ordering party may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**SP-9 State Purchase Card**

The State of Oklahoma has issued Purchase Cards (P-Cards) to most state agencies. The Supplier shall agree to accept state P-Cards. The current P-card contract holder utilizes MasterCard.

If awarded a statewide contract will your company accept MasterCard? Yes X No \_\_\_\_\_ (check one)

**SP-10 Gratuities**

The right of the successful bidder to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, 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.

**SP-11 Contract Usage Reporting Requirements**

The vendor shall submit reports quarterly. The report shall be received within 30 calendar days following the reporting period described herein.

11.1. 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.

11.2. Reports shall be submitted quarterly regardless of quantity.

11.3. Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.

11.4. 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

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

11.6. The vendor shall submit reports quarterly. The report shall be received by the Agency within 30 calendar days following the reporting period described herein. The reports shall include but not be limited to:

- 11.6.1. Order Information: Contract Number, if any, Date, Order or Purchase Order Number.
- 11.6.2. Customer Information: Agency Name, Location, Customer Number, if any.
- 11.6.3. Product or Service Information: Category, Detailed Product or Service Description, Manufacturer, Manufacturer Item Number, Your SKU, Unit of Measure, List Price (Current UOM).

11.6.4. Cost Specification: Price Paid (per contract), Quantity Purchased, Extended Price, Shipping or Other Charges, if applicable, Total Invoice Price this line.

11.7. The enclosed spreadsheet must be used in the excel format.

**SP-12 Quantity Price Breaks**

Agencies will be allowed to mix items to reach minimum/maximum quantity for shipping and volume discounts.

THIS CONTRACT AND ALL PURCHASE ORDERS AND RELEASES FROM THIS CONTRACT ARE SUBJECT TO THE 1 % HANDICAP LEVY AS PROVIDED FOR IN TITLE 74, SECTION 3004.1.

If you have any questions concerning this contract, please contact the undersigned Central Purchasing Point of Contact.

Larry Smith  
State Use Contracting Officer  
Phone: (405) 521-4474  
Fax: (405) 522-0199  
E-mail: Larry\_Smith@dcs.state.ok.us



