



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

**Awarded Vendor Information**

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**Vendor Name:** Galt Foundation

**Vendor ID#:** 0000067055

**Vendor Address:** Address: 3817 N Santa Fe, Ste 174

City: Oklahoma City

State: OK

Zip Code: 73118

**Contact Person Name:** Hope Crumley

**Phone #:** 1- 405 - 235 - 4490

**Title:** Director of Oklahoma Operations

**Fax #:** 1- 405 - 488 - 2508

**Email:** [hcrumley@galtfoundation.org](mailto:hcrumley@galtfoundation.org)

**Website:** [www.galtfoundation.org](http://www.galtfoundation.org)

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

x Address: 3817 N Santa Fe, Ste 174

City: Oklahoma City

State: OK

Zip Code: 73118

**Contract ID #:** People Soft # 000000000000000000002836

**Delivery:** Response time to requests are two (2)  
working days or sixteen (16) work  
hours.

**Minimum Order:** N/A

**P/Card Accepted:** x Yes ☐ No

**Other:** FEI #: 93-1268744

## **SW800 – Temporary Employment 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-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.

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

- (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.

#### **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.

## **SW800 – Temporary Employment Services Special Provisions**

#### **SP-1 Contract Period**

The contract is a continuous contract and does not expire.

#### **SP-2 Response Time**

Response time to requests are two (2) working days or sixteen (16) work hours.

#### **SP-3 Overtime & Travel Pay**

Pay rate and a half plus bill rate on all hours over forty (40)  
 Example: Pay rate: \$10.00 + \$5.00 = \$15.00 per hour + bill rate

#### **SP-4 IRS Compliance**

IRS Publication 1075 Exhibit 7:

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## **Compliance With IRS Publication 1075 – Tax Information Security Guidelines**

Galt agrees to comply with the terms of IRS Publication 1075 set forth below. For purposes of this SOW, references in this section shall have the following meaning: “contractor” shall mean Galt; “contract” shall mean these guidelines and SW800; and “agency” or “Agency” shall mean the STATE OF OKLAHOMA.

### **I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

### **II. CRIMINAL/CIVIL SANCTIONS:**

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

### **SP-5 Driving State Vehicles**

Galt Foundation temporary employees may drive Oklahoma State vehicles, provided the temporary employee is contracted through SW800/PS# 2836 with Galt Foundation. The temporary employee will not be covered under Oklahoma Risk Management insurance. The temporary employee driver will need to maintain a current copy of Galt Foundation's insurance provided a current MVR (Motor Vehicle Report) be supplied to Galt Foundation at the client's expense.

### **Primary Point of Contact:**

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