



Contract Issuance Date: September 21, 2013
Statewide Contract #: SW801/People Soft # 00000000000000000002193
Contract Title: Condoms
Contract Period: September 21, 2013 to September 20, 2014
Contract Priority: **THIS CONTRACT IS MANDATORY.** 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 VENDOR: Kiamichi Opportunities, Inc. **Vendor ID#: 0000074288**
 PO Box 669
 Hugo, OK 74743
 Email: ws1968@hotmail.com
 Website: www.kiamichiopportunities.com
 Phone #: (580) 326-7549
 Fax #: (580) 326-7540

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'.

Delivery: Within ten (10) business days after receipt of order **Minimum Order:** 1 case

P/Card Accepted: Yes **FEI Number:** 73-1219338

**SW801- Condoms
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

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

- 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.

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.

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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.

**SW801- Condoms
Special Provisions**

SP-1 Contract Period.

This contract is for a 12 month period, commencing September 21, 2013 and ending September 20, 2014. The contract may be renewed for up to three (3), one (1) year option periods.

SP-2 Required Delivery.

Delivery shall be made within ten (10) business days after receipt of order.

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.

Daron Hoggatt - Administration Officer
Phone: (405) 521-4474
E-mail: daron.hoggatt@omes.ok.gov