

**State of Oklahoma
Department of Central Services
Central Purchasing
Room 116, Will Rogers Building, 73105
PO Box 528803
Oklahoma City, OK 73152-8803**

NOTICE OF AWARD OF CONTRACT

CONTRACT TITLE: Socks

CONTRACT NUMBER: SW803/00000000000000000000000000855

CONTRACT PERIOD: June 1, 2006 through May 31, 2007 with an option to renew for three (3) one (1) year periods, with agreement of all parties.

VENDOR: South Central Industries, Inc.
PO Box 3766
Shawnee, OK 74802-3766
Phone: (405) 275-6997
FAX: (405) 275-7001

FEI#: 73-1138726

VENDOR ID: 0000073953

AUTHORIZED USERS: All State Agencies, Counties, School Districts and Municipalities

CONTRACT PRIORITY: **THIS CONTRACT IS MANDATORY.**
This contract is awarded according to the State Use Statute, Title 74, Chapter 48, Sections 3001-3010 and State Use provisions in House Bill 1822. This is a mandatory statewide Contract which must be used for the purchase of the above products.

Under Provisions of the Agency Procedures Manual, Section 4, Methods of Purchasing, par. A.1, "Statewide Contracts are the first priority on all purchases. If the item being purchased is available on Statewide Contract, it must be purchased from that source and none other."

DELIVERY: Delivery will be made within fifteen (15) working days after receipt of order by the vendor.

F.O.B. All deliveries shall be F.O.B. Destination. Destination shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

MINIMUM ORDER: Minimum order is six (6) dozen.

CANCELLATION CLAUSE: This contract shall be in force until the expiration date or until thirty (30) days after notice has been given by the State of Oklahoma of its intent to terminate the contract. After the first six (6) months of this contract, the vendor may cancel with a thirty (30) day written notice. 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 thirty (30) day written notice.

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.

If an Agency pays more than 45 (forty-five) days after submitting a proper invoice, the vendor may be entitled to claim interests penalty. Contact the Office of State Finance at (405) 521-2141 for a copy of the regulations.

Statewide Contract General Provisions

GP-13 Termination of Contract.

- (a) This contract can be canceled by the supplier with 30 day written request and upon written approval from Central Purchasing.
- (b) The State may cancel with written notification to vendor.
- (c) Immediate cancellation shall be administered when violations are found to be in 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-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-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-22 Warranty.

Contractors agree the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

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 may result in cancellation or suspension of contract.

GP-26 Patents and Royalties.

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kinds, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

Special Provisions

SP-1 Contract Period.

The contract is for a 12 month period, commencing on June 1, 2006 through May 31, 2007, with three (3) one (1) year options to renew with the same terms and conditions.

SP-2 Required Delivery.

Delivery shall be made within fifteen (15) working days after receipt of order.

Central Purchasing Point of Contact

Marti Sawyer
State Use Contracting Officer
Phone: (405) 521-4474
Fax: (405) 522-0199
E-mail: marti_sawyer@dcs.state.ok.us

VENDOR INFORMATION SHEET

VENDOR NUMBER	NAME/ADDRESS/PHONE	VENDOR ID
73-1138726	South Central Industries, Inc. PO Box 3766 Shawnee, OK 74802-3766 Paula Click, Executive Director Phone: (405) 275-6997 FAX: (405) 275-7001 Email: p44848@aol.com	0000073953

