

ATTACHMENT C
OKLAHOMA DEPARTMENT OF VETERANS AFFAIRS TERMS
SOLICITATION NO. 650000282

1. Rights and Responsibilities of the Supplier:

- 1.1. In performing its rights and obligations hereunder, the Supplier shall not discriminate against anyone on account of race, sex or sexual identity, religion, national origin, ethnicity, sexual preference, age, military status, disability, state of health, or in any other manner otherwise prohibited by applicable law. All duties shall be performed in compliance with local, state, and federal laws.
- 1.2. The Supplier shall render all services not specifically identified, but are nonetheless contemplated, herein which the State, in its sole discretion, determines are necessary for the Supplier to provide for the State related to maintenance and repairs of custodial floor equipment.

2. Responsibilities of the State (ODVA):

- 2.1. The State may, in its sole discretion, designate a State employee to serve as its coordinator to work directly with the Supplier to coordinate the services to be performed hereunder.
- 2.2. The State shall provide the Supplier with copies of its applicable Standard Operating Procedures that apply to the Supplier while at the State facility and shall take all reasonable steps to assure the Supplier's complete access to the State facility which are necessary for the performance of the Supplier's duties hereunder.

3. Invoices and Payment:

- 3.1. The invoice shall be submitted **by email** to the Oklahoma Department of Veterans Affairs: Jennifer.Pettis@ODVA.ok.gov
- 3.2. The billing shall include dates covered, hours worked, description of services provided, and hourly rate. The hourly rate paid does not include the ability to pay overtime. The payment of any overtime compensation due is the sole responsibility of the Supplier.
- 3.3. The Purchase Order (PO) number should appear on all documentation, including but not limited to: packing slips, invoices, bills of lading, correspondence, subject line of emails, envelope addresses, and packages. The purchase order number should be visible without the need to open the package. Shipments, invoices, and other documentation without the purchase order number may result in refusal of delivery, delays in payment, or other delays in response.

4. Representations of Warranties of the Supplier:

- 4.1. The Supplier shall continuously monitor and evaluate the competence and performance of each employee or agent used in performance of its obligations under this Contract and shall not use any employee or agent not competent or qualified to participate in the rendering of services under this Contract to the State.
- 4.2. All information that has been or will be furnished by the Supplier to the State concerning the Supplier and the services performed pursuant to this Contract is true and correct in all respects.
- 4.3. **Supplier Credentials:** Every employee and agent used by the Supplier to perform services hereunder are, currently and shall be during the term of this Contract, qualified to perform the services based upon education, training and experience as a relief pharmacist. Upon request, Supplier shall timely provide proof of all education and training pertinent to staff pharmacists.

5. General Provisions:

- 5.1. **Disclaimer of Intent to Become Partners:** The State and the Supplier shall not by virtue of this Contract be deemed to be partners or joint ventures. Neither party shall incur any financial obligation, be it gain or loss, on behalf of the other.
- 5.2. **Responsibility for Action of Employees:** The Supplier and the State intend that each shall be responsible for its own negligent acts or omissions to act. The State shall be responsible for the acts of its officers and employees while acting within the scope of their employment according to the Government Tort Claims Act, 51 O.S. §§ 151 *et seq.*
- 5.3. **Rights in Property:** All supplies, records, samples, memoranda, correspondence, chemicals, drugs, instruments, equipment, supplies, furnishings, accounts, medical records, patient protected health information, and contracts of the State shall remain the sole property of the State.
- 5.4. **Non-Collusion:** The Supplier certifies that neither it nor anyone subject to its direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.
- 5.5. **Anti-Fraud:** The Supplier represents that neither it nor anyone employed by it has been convicted of or plead guilty to a felony involving bribery, corruption, or sale to any State or to any of a State's political subdivisions.

6. Contract Renewal

6.1. A contract with options to renew must be agreed upon in writing and signed by both parties before renewal date.

7. Indefinite Quantity Contract

7.1. If this contract is for an indefinite quantity, the State may or may not, buy the quantity mentioned in this contract.

8. Notices

8.1. In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Oklahoma Department of Veterans Affairs
Contact Monitor (contact information to be provided with award documents)
2132 NE 36th St
Oklahoma City, OK 73111

With a copy, which shall not constitute notice, to:

Oklahoma Department of Veterans Affairs
Office of General Counsel
2132 NE 36th St
Oklahoma City, OK 73111