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| **OK Logo 162px-No border** | | Std. Short Form of Agreement Between Agency and Contractor  For Projects under $10,000.00 |
|  |  | |
| Office of Management & Enterprise Services ■ Capital Assets Management ■ Department of Real Estate Services ■ Construction and Properties | | |
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| This document shall serve as a written contract for Using Agency acquisitions of minor construction work not to exceed $10,000.00 as authorized by Title 61 O.S. § 103 (C), or for other minor construction work as determined by the Department. |

**AGREEMENT** made as of the day of in the year **20**.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **BETWEEN THE USING AGENCY**: | |  | **PROJECT:** | | | | | | |
|  | State of Oklahoma |  |  |  |  |  | | | |
|  | **[Insert Agency Name]** |  |  | *(Project Number)* |  | *(Purchase Order Number)* | | | |
|  | **[Insert Agency Address]** |  |  |  | | | | | |
|  | **[Insert Agency City, State, Zip]** |  |  | *(Project Name)* | | | | | |
|  | **[Insert Agency Emal]** |  |  |  | | | | | |
|  |  |  |  | *(Address/Location)* | | | | | |
|  | **USING AGENCY CONTACT:** |  |  | | | | | | |
|  |  |  | |  | | |  | |  |
|  | *(UA Contact Name)* |  |  | *(UA Contact Email)* | | |  | | *(UA Contact Telephone)* |
|  | |  |  |  | | | | | |
| **AND THE CONTRACTOR:** | | | | | | | | | |
|  |  |  |  |  | | | | | |
|  | *(Company Name)* |  |  | *(City, State ZIP)* | | | | | |
|  |  |  |  |  | | |  |  | |
|  | *(Address)* |  |  | *(Email)* | | |  | *(Telephone Number)* | |
|  | | | | | | | | | |

In consideration of the mutual covenants and obligations contained herein, Using Agency and Contractor agree as set forth herein for the Work and delivery schedule as follows:

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| **[Insert Scope of Work and Delivery Schedule, include attachments and reference if needed]** |

1. **Insurance Requirements.**
   1. No work shall commence until Contractor provides Using Agency with Certificates of Insurance in the following minimum amounts:

General Liability Insurance $100,000/$300,000

Auto-Owned, Hired and Non-Owned $100,000/$300,000

Property Damage $50,000/$100,000

Workers’ Compensation Insurance\* Statutory

1. **Payment to Contractor.**
   1. Contractor agrees to provide all labor and material, and pay for all applicable permits, fees and taxes required to complete the work in accordance with applicable laws and regulations, for the lump sum price of **[Insert amount in words]** Dollars **$****.**
   2. Using Agency agrees to pay Contractor in full, upon satisfactory completion of the Work and has set forth the following purchasing arrangement:

State of Oklahoma P-Card

Direct Purchase Order (PO listed above)

1. **Miscellaneous Provisions.**
   1. **Oklahoma Taxpayer and Citizen Protection Act of 2007**. The Contractor certifies that it and all proposed subcontractors and suppliers, whether known or unknown at the time this contract is executed or awarded, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312.
   2. **State of Oklahoma Governor’s Executive Order 2012-01.** Per the State of Oklahoma Governor’s Executive Order 2012­01, filed February 6, 2012, and effective July 1, 2012, the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.
   3. Other documents, if any, forming part of the Contract Documents are as follows:

**Purchase Order**

**[Enter Additional or DELETE]**

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| This agreement is entered into as of the day and year first written above and is fully executed, of which one copy is provided to the Contractor, and the originals retained by the Using Agency. | | | | | | |
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| **USING AGENCY:** | | | |  | **WORK ORDER ISSUED:** | |
|  | Using Agency Authorized Representative: | | |  |  |  |
|  |  |  |  |  |  |  |
|  | *(Authorized Representative Signature)* | | *(Date Signed)* |  |  | *(Date if different than date signed by Using Agency)* |
|  |  | | |  |  |  |
|  | *(Authorized Representative Printed Name)* | | |  |  |  |
|  |  | | |  |  |  |
|  | *(Authorized Representative Printed Title)* | | |  |  |  |
|  | | | | | | |
| **CONTRACTOR:** | | | | | | |
|  | Non-Collusion Statement  The Authorized Representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that (s)he is the duly authorized agent of the Company indicated herein under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract.  (S)He is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract: and  Neither the Company nor anyone subject to the Company’s direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached. | | | | | |
|  |  |  |  |  |  | **Exhibits/Attachments list:** |
|  | *(Authorized Representative Signature)* | | *(Date Signed)* |  |  |
|  |  | | |  |  |
|  | *(Authorized Representative Printed Name)* | | |  |  |
|  |  | | |  |  |
|  | *(Authorized Representative Printed Title)* | | |  |  |
|  |  | | |  |  |
|  | *(EIN/TIN number)* | | |  |  |