



This document shall serve as a written contract for Using Agency acquisitions of minor construction work, not to exceed \$10,000 as authorized by 61 O.S. § 103 (D), or for other minor construction work as determined by OMES CAM CAP.

**AGREEMENT – Legal consequences apply. Consult your attorney to complete.**

Date	Between the Using Agency:	Using Agency contact information	
<a href="http://cap@omes.ok.gov">CAP website</a> <a href="mailto:cap@omes.ok.gov">cap@omes.ok.gov</a>		Name	
		Email	Phone

**And the Contractor**

Company name

Address

EIN/TIN	Email	Phone
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**PROJECT**

Project number	Project name
Purchase order number	Address/location

**CONTRACT ARTICLES**

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:

**Article 1: Insurance Requirements.**

- 1.1** The below insurance requirements shall apply for state projects under \$10,000. Any waiver or modification of the stated insurance requirements require the approval of the CAM administrator:
- |  |   |
|--|---|
| <input type="checkbox"/> General liability insurance \$100,000/\$300,000.    | <input type="checkbox"/> Property damage \$50,000/\$100,000.          |
| <input type="checkbox"/> Automotive liability insurance \$100,000/\$300,000. | <input type="checkbox"/> Workers' compensation insurance – statutory. |

**Article 2: Payment to Contractor.**

- 2.1** 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 \_\_\_\_\_ Dollars \$\_\_\_\_\_.
- 2.2** Using Agency agrees to pay Contractor in full, upon satisfactory completion of the Work and has set forth the following purchasing arrangement:
- |  |   |
|--|---|
| <input type="checkbox"/> State of Oklahoma P-card. | <input type="checkbox"/> Direct Purchase Order (PO provided above). |
|--|---|

**Article 3: Miscellaneous Provisions.**

- 3.1** **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.
- 3.2** **State of Oklahoma Governor's Executive Order 2012-01.** Per the State of Oklahoma Governor's Executive Order 2012-01, filed Feb. 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.
- 3.3** Other documents, if any, forming part of the Contract Documents are as follows:  
**Purchase Order**

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.

### USING AGENCY SIGNATURE

Authorized representative name

Authorized representative title

Authorized representative signature

Date

Work Order issued (date if different than date signed by Using Agency)

### CONTRACTOR SIGNATURE

#### Non-Collusion Statement

The authorized representative for the Contractor, of lawful age, solemnly swears or affirms, under penalty of perjury, that they are 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.

They are fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the procurement of said contract.

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.

Authorized representative name

Authorized representative title

Authorized representative signature

Date

### EXHIBITS/ATTACHMENTS (LIST ALL THAT APPLY)

1.

2.

3.

4.

5.