



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

Solicitation #: SW15114

Solicitation Issue Date: 2-10-15

**Brief Description of Requirement:**

Statewide Contract SW114 – Notary Commission Service and Supplies

**Response Due Date<sup>1</sup>: March 10, 2015**

**Time: 3 p.m. CST/CDT**

**Issued By and RETURN SEALED BID TO:**

**Personal, U.S. Postal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

**Solicitation Type** (check one below):

- ☐ Invitation to Bid  
☒ Request for Proposal  
☐ Request for Quote

**1. Requesting Agency:** STATEWIDE CONTRACT

**2. Contracting Officer:**

Name: Theresa Johnson

Phone: (405) 521-2289

Email: [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
**OMES-FORM-CP-070 (08/2014)**



**State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division**

**Responding Bidder Information**

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

**1. RE: Solicitation #** SW15114

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_

VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>1</sup>:**

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

**5. Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: SW15114

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's 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 herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**TABLE OF CONTENTS**

A    GENERAL PROVISIONS..... 5

B.    SPECIAL PROVISIONS .....10

C.    SOLICITATION SPECIFICATIONS.....12

D.    EVALUATION .....12

E.    INSTRUCTIONS TO BIDDER .....12

F.    CHECKLIST .....14

G.    OTHER .....14

H.    PRICE AND COST .....14

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at 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 by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. 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. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any



language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

B.1.1. The initial Contract Period will be April 18, 2015 through April 17, 2016 with the option to renew for an additional four (4) one year periods at the same terms and conditions.

### **B.2. Termination**

B.2.1. This contract shall be in force until expiration date, or until thirty (30) days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first six (6) months, vendor may cancel with thirty (30) days written notice.

### **B.3. Authorized Users**

B.3.1. RFP's 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 contractor(s).

CHECK APPROPRIATE BLOCK

\_\_\_\_\_ Yes, permits usage by other than State Agencies

\_\_\_\_\_ No, permits usage by State Agencies only.

### **B.4. Notice of Award**

B.4.1. Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

### **B.5. Extension of Contract**

B.5.1. The State may extend the term of this contract in and up to ninety (90) day increments if mutually agreed upon by both parties in writing.

### **B.6. Contractor Invoices**

B.6.1. (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 submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.6.2. (b) Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.6.3. (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 for a copy of the regulations.

B.6.4. (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.

### **B.7. Prompt Payment Discounts**

B.7.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **B.8. Gratuities**

B.8.1. The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, 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 or the Copier RFP Evaluation Team.

### **B.9. RFP Proposal Conformity**

B.9.1. By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

### **B.10. Contract Usage Reporting Requirements**

B.10.1. 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.10.2. Reports shall be submitted quarterly regardless of quantity.

B.10.3 Usage Reports shall be sent electronically in Excel format to: [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov). The usage reports only, may also be emailed to the buyer listed within 30 calendar days upon completion of performance quarter period cited below.

B.10.4. 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

B.10.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.10.6. Quarterly reports are to be submitted on OMES Form # CP-092. A copy of this form is attached to this RFP and is also available on the OMES website, [www.omes.ok.gov](http://www.omes.ok.gov)

## **B.11. Energy Conservation**

B.11.1. Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

## **B.12. Conflict of Interest**

B.12.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

## **B.13. State Purchase Card (P-Card)**

B.1.1. VENDORS PLEASE NOTE - IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL VENDORS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR BID.

SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **B.14. Contract Priority**

B.14.1. This contract is mandatory.

## **B.2. Contract Management Fee**

B.2.1. As empowered by State Statute §85.33 A & B, the Office of Management and Enterprise Services imposes, and suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract.

B.2.2. This contract management fee is to be noted on the quarterly and paid by the supplier, to ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: SW114 Notary Commission Services and Supplies, the report amount and the reporting period covered. Checks are to be made out to OMES, Central Purchasing Division and submitted within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting"

B.2.3. Checks are to be mailed to the following address:

**OMES**  
**Agency Business Services**  
**3812 N. Santa Fe, Suite 290**  
**Oklahoma City, OK 73118-8500**

B.15.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

## **B.16. Negotiation of Contract**

- B.16.1. The State of Oklahoma may elect to negotiate with selected Vendors during the procurement process to get the best business terms and price for its citizens. Negotiations would be through the State Purchasing Director. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Background**

- C.1.1. This contract provides a complete Notary Commission process. All services provided are to be provided in accordance with Oklahoma State Statutes, Title 49, Notaries Public. The Oklahoma Secretary of State shall appoint and commission in this state, notaries public who shall hold their office for four (4) years. The complete State Statutes can be found at the Oklahoma Secretary of State website, [www.sos.ok.gov](http://www.sos.ok.gov).

### **C.2. Vendor Responsibilities**

- C.2.1. Awarded vendor shall be familiar with all statutory requirements as listed in O.S.S. Title 49. Vendor shall be able to provide all services and supplies necessary to maintain a Notary Commission. All forms needed will be provided.
- C.2.2. Awarded vendor shall maintain telephone assistance Monday through Friday, 8:30 am through 5:00pm.
- C.2.3. Orders for a Notary Commission are to be processed within fourteen (14) business days after receipt of application.
- C.2.4. Upon receipt of the Notary Commission, the awarded vendor shall file a Surety Bond in the amount of \$1,000.00, signed by one or more sureties, with the Oklahoma Secretary of State office.

### **C.3. New Notary Commission Service Specifications**

- C.3.1. Submit completed application, filing and payment of fees for Notary Commission with Oklahoma Secretary of State.
- C.3.2. Complete application for four (4) year \$1,000 Notary Surety Bond (as listed in Section C.2.4).
- C.3.3. File completed application, to include fee payment, to the Oklahoma Secretary of State for the Notary Surety Bond.
- C.3.4. Provide either a Notary Seal or Notary Stamp in either round or rectangular shape that is in compliance with Title 49 of the Oklahoma State Statutes.
- C.3.5. Provide a Notary Record Book.
- C.3.6. Provide notification to Notary of Commission expiration date.
- C.3.7. Price to include shipping and handling for all items listed above.

### **C.4. Renewal Notary Commission Service Specifications**

- C.4.1. Notification to Notary that the renewal application has been received and will be processed.
- C.4.2. Complete application for four (4) year \$1,000 Notary Surety Bond (as listed in Section C.2.5).
- C.4.3. File completed application, to include fee payment, to the Oklahoma Secretary of State for the Notary Surety Bond.
- C.4.4. Provide either a Notary Seal or Notary Stamp in either round or rectangular shape that is in compliance with O.S.S. Title 49.
- C.4.5. Provide a Notary Record Book.
- C.4.6. Provide notification to Notary of Commission expiration date.
- C.4.7. Price to include shipping and handling for all items listed above.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

- D.1.1. This RFP will be evaluated on the following criteria: Cost, Compliance with Specifications and Previous History.

## **E. INSTRUCTIONS TO BIDDER**

## **E.1. Explanation to Suppliers.**

- E.1.1.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.

## **E.1. Submission of Responses**

- E.1.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to: [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov) and received by the contracting officer on or before 5:00 p.m. ("CDT"), on February 18, 2015. Questions must reference the identifying solicitation number.
- E.1.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) February 18, 2015 will not be accepted, reviewed or responded to.

## **E.2. Product Availability**

- E.2.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

## **E.3. Preparation of Proposals.**

- E.3.1.** Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.3.2.** Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.3.3.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.3.4.** Unit price shall be entered on the spreadsheet provided or a copy thereof.
- E.3.5.** If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.3.6.** Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.
- E.3.7.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.3.8.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

## **E.4. Technical Information**

- E.4.1.** Brochures/specifications must be submitted on all products with the proposal.

## **E.5. Amendments to Request for Proposal.**

- E.5.1.** (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.5.2.** (b) Suppliers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

## **E.6. Proposal Compliance.**

- E.6.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

## **E.7. Proposal Conformity.**

**E.7.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

**E.8. Energy Conservation**

**E.8.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

**E.9. Conflict of Interest**

**E.9.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

**F. CHECKLIST**

**F.1. OMES Form # CP-092**

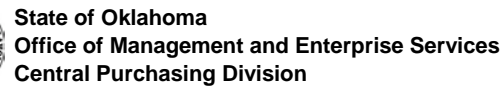
**G. OTHER**

None

**H. PRICE AND COST**

**H.1. See attached price list**

Item #	Item ID	UOM	Description	Price
1	1000006645	EA	NOTARY: New State of Oklahoma Notary Commission Service, Completed with Notary <b>Seal</b> , 4 year \$1,000.00 Notary Bond, Filing of the Notary Bond with the Secretary of State and 1 Notary Record Book	
2	1000006582	EA	NOTARY: New State of Oklahoma Notary Commission Service, Completed with <b>Rectangular</b> Notary Stamp, 4 year \$1,000.00 Notary Bond, Filing of the Notary Bond with the Secretary of State and 1 Notary Record Book	
3	1000006583	EA	NOTARY: New State of Oklahoma Notary Commission Service, Completed with <b>Round</b> Notary Stamp, 4 year \$1,000.00 Notary Bond, Filing of the Notary Bond with the Secretary of State and 1 Notary Record Book	
4	1000005611	EA	NOTARY: <b>Renewal</b> of State of Oklahoma Notary Commission Service, Completed 4 year \$1,000.00 Notary Bond, Filing of the Notary Bond with the Secretary of State and 1 Notary Record Book	
5	1000005843	EA	NOTARY: <b>Expired Renewal</b> of State of Oklahoma Notary Commission Service, Completed 4 year \$1,000.00 Notary Bond, Filing of the Notary Bond with the Secretary of State and 1 Notary Record Book	
6	1000006584	EA	NOTARY SUPPLIES: Plain Notary Seal	
7	1000005559	EA	NOTARY SUPPLIES: Seal Embosser, Hand Held	
8	1000005587	EA	NOTARY SUPPLIES: Seal Embosser, Desk	
9	1000007699	EA	NOTARY SUPPLIES: Plain Round Notary Stamp, requires stamp	
10	1000007348	EA	NOTARY SUPPLIES: Large Round Notary Self-Inking Stamp	
11	1000005586	EA	NOTARY SUPPLIES: Small Round Notary Self-Inking Stamp	
12	1000007698	EA	NOTARY SUPPLIES: Round Notary Pre-Inked Stamp	
13	1000007377	EA	NOTARY SUPPLIES: Plain Rectangular Notary Stamp, requires	
14	1000007376	EA	NOTARY SUPPLIES: Rectangular Notary Self-Inking Stamp	
15	1000007375	EA	NOTARY SUPPLIES: Rectangular Notary Pre-Inked Stamp	
16	1000007199	EA	NOTARY SUPPLIES: Plain Rubber Expiration Stamp, requires stamp pad and ink	
17	1000005583	EA	NOTARY SUPPLIES: Notary Record Book	
			ADDITIONAL RELATED SERVICES AND SUPPLIES	



## Usage Report

Report Period (Starting Date): \_\_\_\_\_  
Report Period (Ending Date): \_\_\_\_\_

*Provide us with a detailed usage report for all supplies or services purchased by all State of Oklahoma agencies and departments in this reporting period.*

[illegible]