



Notice of Statewide Contract Award

Official signed contract documents are on file with OMES-Central Purchasing.

Contract Title: US & OK FLAGS

Statewide Contract # : SW 073

Contract Issuance Date: 11/06/2017

Total Number of Vendors: One (1) *(For details see: Vendor Information Sheet)*

Contract Period: January 1, 2018 through December 31, 2018

Agreement Period: January 1, 2018 through December 31, 2022

Authorized Users: **All State Departments, Boards, Commissions, Agencies and Institutions, in addition to Counties, School Districts and Municipalities which may avail themselves of this contract.**

Contract Priority: Mandatory Statewide

Type of Contract: Firm, Fixed Price

OMES-CP Contact: Theresa Johnson **Title:** Contracting Officer

Phone: 1 - 405 - 521 - 2289 **Email:** theresa.johnson@omes.ok.gov



Awarded Supplier Information

Supplier Name: Liberty Flags, Inc.

Supplier ID #: 0000059931

Supplier Address: P.O. BOX 55101

City: Tulsa

State: OK

Zip Code: 74155 -

Contact Person Name: Charlotte Zakharian

Phone #: 1-918-834-1110

Title: President

Fax #: 1-918-834-2129

Email: President@LibertyFlags.com

Website: www.LibertyFlags.com

Authorized Location: Locations list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: 5002

Delivery: Flat shipping charge of \$8.00 added to orders from Counties, School Districts and Municipalities

Minimum Order: Minimum quantity (12) for lines #25 and #26. can be combined to achieve minimum.

P/Card Accepted: Yes No

Other: Lead time: 3 business day, all flags in stock for immediate shipping

Contract Period

The Contract period is January 1, 2018 through December 31, 2018. The contract may be renewed, for up to four (4), one (1) year option periods.

Contract Renewal

Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance and the reported spend. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than thirty (30) days prior to the contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

Contract Priority

This is a mandatory contract

Authorized Users

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 supplier(s).

Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owned by local governments. Successful supplier must deal directly with the local governments

Oral Agreements.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

F.O.B. Destination.

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.

Extension of Contract

The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

Ordering.

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or by State Purchase Card (PCard) by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract

shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

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.

Contractor Invoices

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.

Invoicing shall be made in accordance with instructions by agency or division issuing the order.

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.

In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices until final delivery is completed.

Inspection, Acceptance:

Inspection and acceptance will be destination unless otherwise provided. Destination shall mean delivered to the receiving dock, agency stockroom or other point specified in the purchase order. The State accepts 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 contract supplier shall be responsible for filing, processing and collecting all damage claims.

Warranty

The Successful vendor agrees 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.

Gratuities

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 an evaluation team member.

Patents and Royalties

The Vendor, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, 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 vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

State Purchase Card (P-Card)

Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

Price Adjustments.

Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase suppliers may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

Specifications for United States Flag

Flags is made from the materials as described in the General Specifications.

Sizes:

The flags will be made in the following sizes: 3' x 5', 4' x 6', 5' x 8', 5' x 9 1/2', 6' x 10', and 8' x 12'.

Flag overall dimensions of length and width in inches shall be within +/- 5% of the dimension specified. Detail dimension of blue Union Jack field, stars, stripes, and bars shall be in proportions recognized as proper and consistent to the flag overall dimension.

Application of Stars:

There shall be fifty (50) stars within a blue Union Jack field.

Stars may be either appliquéd or embroidered on the Union Jack field.

Appliquéd stars shall be identically oriented and sewn on each side of the flag and the finished star(s) neatly trimmed.

Embroidered stars shall show on both sides of the flag. The embroidery work shall be distinct and well filled to assure the Union Jack blue does not show through the star.

Stars shall be oriented (top row to bottom row) in a uniform alternate of five (5) rows of six (6) stars and staggered four (4) rows of five (5) stars.

Stars shall have one point upward.

Application of Stripes:

There shall be thirteen (13) horizontal stripes consisting of (top to bottom) alternating rows of seven (7) red and six (6) white.

Stripe rows shall be of uniform and even widths.

Stripes shall be sewn and have a shingle angle effect (top to bottom) on the flag face with the upper-most stripe overlapping the succeeding lower stripe.

Colors:

The exact shades of blue and red are numbers 70075 and 70180 in the Standard **Color** Card of **America** published by the **Color** Association of the United States. In the **Pantone** system the **colors** are: Blue **PMS** 282 and Red **PMS** 193. Colors shall comply with those in the Pantone Matching System (PMS), latest edition, of Pantone Incorporated.

Colors shall be color-fast and shall not bleed one into the other.

Applicable Publications:

Applicable portions of the following publications, of the issue in effect on the date of request for proposal shall be a part of this specification. **Federal Test Method Standard 191**

Pantone Matching System, Pantone Inc., latest edition.

Requirements: General

Flags shall be suitable for outdoor use.

Flags with appliquéd (sewn) stars shall have self-material reinforcement properly sewn at flag top and bottom hoist end area(s).

Flag heading shall have number two (2) size brass grommets properly centered in the heading and located $\frac{3}{4}$ " to 1" in from the heading terminal edge(s).

Fly end shall be hemmed and have three rows minimum of lock-stitch type stitching.

Flag top and bottom edge(s) shall be hemmed and have one row minimum of lock-stitch type stitching with the exception of cotton flags that may have self-material selvage edge(s).

Stripes, bars and Union Jack shall have two rows of stitching at interface sewn junctures.

Specifications for the official flag and banner of The State of Oklahoma

Sizes:

The flags will be made in the following sizes: 3' x 5', 4' x 6', 5' x 8', 6' x 10', and 8' x 12'.

Flag overall dimensions of length and width in inches shall be within +/- 5% of the dimension specified. Detail dimension of emblems and insignia shall be in proportions recognized as proper and consistent to the flag overall dimension.

Design:

The banner, or flag, of the design prescribed by Senate Concurrent Resolution No. 25, Third Legislature of the State of Oklahoma shall be and is hereby superseded and replaced by one of the following design:

A sky blue field with a circular rawhide shield of an American Indian Warrior, decorated with six painted crosses on the face thereof, the lower half of the shield to be fringed with seven pendant eagle feathers and superimposed upon the face of the shield a calumet or peace pipe, crossed at right angles by an olive branch, and underneath said shield or design in white letters shall be placed the word "Oklahoma". The standard design of the state flag shall be as follows:

The Osage Indian warrior's circular rawhide shield of amber buckskin (signifying protective warfare), is center upon a field of French blue.

On the face of the shield shall be six small gold brown crosses that match the thongs lacing the edge of the shield. (These crosses are the Indian life symbol for the stars in the night and representing the light of high ideals.)

The vertical bar of each cross shall be twenty-five percent (25%) longer than the horizontal bar, the lower width line of which shall be placed at the fifty percent (50%) mark of the vertical bar and the top width line shall be placed at the top twenty-five percent (25%) mark of the vertical bar.

The width of the horizontal bar shall be seventy-five percent (75%) of the vertical bar.

The edge of the lower half of the shield is fringed with seven (7) pendant eagle feathers of white tipped with gold brown. (These are from the Golden Eagle, symbolizing the power of the sun, as well as the mystic number seven, which among the Osage, has reference to the seven sacred fireplaces in each of the three great divisions of the Osage Nation, and Tribe.)

Across the face of the shield, at a right angle, shall be a calumet or Indian pipe of peace, which shall have a ruby red bowl, flesh stem, and be decorated with a ruby red tassel at the end. Above the calumet, lying at a right angle shall be an olive branch of Dartmouth green; and

The name Oklahoma, in white letters, shall appear under the shield on the face of the flag.

The standard colors used in the production of the state flag shall be:

Pantone Matching System, Pantone Inc., latest edition:

Field: French Blue PMS 285c

Shield: Amber PMS 465c

Feathers Shading: Flesh and gold brown combination PMS 486c and PMS 174c

Crosses and Thongs: Gold Brown PMS 174c and

Calumet: Stem of pipe flesh PMS 486c, body of pipe and tassel ruby red PMS 195c, and olive branch Dartmouth Green PMS 554c and

Colors shall be colorfast and shall not bleed one into another.

General Requirements:

Flags shall be suitable for outdoor use.

Flags shall have self-material reinforcement properly sewn at flag top and bottom hoist end area(s).

Flag heading shall have number two (2) size brass grommets properly centered in the heading and located $\frac{3}{4}$ " to 1" in from the heading terminal edge(s).

Fly end shall be hemmed and have three rows minimum of lock-stitch type stitching.

Flag top and bottom edge(s) shall be hemmed and have one row minimum of lock-stitch type stitching.

