



The Oklahoma Department of Public Safety Procurement Division



3600 N Martin Luther King Blvd, Oklahoma City, OK 73111
Phone 405-425-2023 Fax 405-425-2022

Invitation to Bid #: 23-0963

Bid Title: Detection and Patrol K9- SHORT CLOSE

Shipping Zip Code: 73111

E-Mail Address: bids@dps.ok.gov

The DPS Buyer: Edwin Grimes 405-425-2231

TIMETABLE	Date	Time
ITB/RFP Issue Date:	05/26/2023	
Questions Due by:	06/01/2023	10:00 AM
All Amendments will be posted by:	06/02/2023	3:00 PM
BIDS WILL BE OPENED ON:	06/07/2023	1:30 PM

Packet # 1 <u>MANDATORY RETURN</u>	
Page #	Bid Package Contents
1	Signatory Form
2	Responding Bidder Information
3	Certification for Competitive Bid
4	Supplier Contract Certification
5	Early Pay Discount Addendum
6-10	Specifications/Job Description
	Other:

Packet # 2 <u>DO NOT RETURN</u>	
Page #	Package Contents
1-4	Standard Terms and Conditions
	State of Oklahoma Bidder/Payee Form <i>* If form is included please retain until asked for.</i>
	Other:

SUBMIT SEALED BID RESPONSE TO:

DEPARTMENT OF PUBLIC SAFETY
PROCUREMENT DEPARTMENT
3600 N MARTIN LUTHER KING BLVD
OKLAHOMA CITY, OK 73111

The envelope containing your Bid/Proposal response is to be annotated on the outside front lower left hand corner of the envelope with the contract bid number, closing date and time. If the Bid/Proposal is mailed by special courier (FedEx, UPS, USPS Priority Mail) then the Bid/Proposal response must be enclosed in a separate appropriately marked envelope within the courier's packaging. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically.

Sealed bids are required.

The Invitation to Bid is subject to change.

There may be one or more amendments to this solicitation.



**OKLAHOMA DEPARTMENT OF PUBLIC SAFETY REQUEST FOR BID/PROPOSAL
SIGNATORY FORM – Packet #1**

A	SOLICITATION #: 23-0963	B	FOR: Detection and Patrol K9
C	<p>PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:</p> <p>1) BIDS/PROPOSALS <u>MUST BE RECEIVED AT THE FOLLOWING LOCATION:</u> DEPARTMENT PUBLIC SAFETY, PROCUREMENT DEPARTMENT, 3600 N MARTIN LUTHER KING, OKC, OK 73111 QUESTIONS AND CORRESPONDENCE SHOULD BE EMAILED TO: bids@dps.ok.gov</p> <p>2) It is the bidder’s responsibility to ensure that proposals are received by the Department of Public Safety’s (DPS) Procurement Office (via delivery directly to the DPS Procurement) on or before the posted bid/proposal closing date and time. Under no circumstances will DPS be responsible for bidders’, U. S. Mail’s or special courier’s failure to make timely delivery of the bid response. Official time/date stamp within the DPS Procurement office is the Official Time of the bid’s delivery and DPS’s receipt thereof.</p> <p>3) The envelope containing your Bid/Proposal response is to be annotated on the outside front lower left-hand corner of the envelope with the contract bid number, closing date and time.</p> <p>4) The bidder must sign the Bid/Proposal.</p> <p>5) The Bid/Proposal must include all price information, Bid/Proposal prices shall include delivery/freight charges of all items, F.O.B. destination. Price quotes must be firm through issuance of contract.</p> <p>6) Bidder’s response may not be withdrawn for a period of thirty (30) calendar days after the Bid/Proposal closing date.</p> <p>7) Bids/Proposals for Services: Work is to commence within ten (10) calendar days after the receipt of a Purchase Order unless notified to the contrary either in the DPS’s bid or specifications or written authorization from DPS, and fully performed within the time frame set out in the ITB or RFP.</p> <p>8) Bids/Proposals for Products: Products will be delivered within ten (10) calendar days after notification of the award, unless notified to the contrary in DPS’s bid form, specifications or written authorization from DPS.</p> <p>9) All Bid/Proposal prices must be typed or written in ink.</p> <p>10) All corrections, white-outs, erasures, restrike of type, or other forms of alteration, or the appearance of alteration, to unit and/or total prices must be initialed in ink by the bidder.</p> <p>11) The bidder must complete and submit the attached Signatory Page, Responding Bidder Information form, Certification for Competitive Bid form, Supplier Contract Certification form along with any and all specification/pricing sheets/ or miscellaneous forms deemed necessary as indicated on the front cover sheet of the bid announcement.</p> <p>12) Subsequent Written Contract: At the election of DPS, a contract may not be awarded to successful bidder on determination or notice of successful bidder, and may be awarded only after acceptance by DPS of a subsequently negotiated written contract. If the parties are unable to reach such a written agreement, DPS reserves the right to enter into such a written contract with the next successful bidder, or reject all bids and/or rebid the project/request.</p> <p>13) The Department of Public Safety reserves the right to reject any and all bids and responses.</p>		
D	<p>THESE SECTIONS TO BE COMPLETED BY BIDDER Complete Delivery of all goods/services can be accomplished _____ days or ____ weeks after date of purchase order..</p> <p>Bidder currently engaged in a boycott of goods or services from Israel? YES NO</p> <p>Disabled Veteran Business Enterprise Act</p> <p><input type="checkbox"/> YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service- disabled veterans.</p> <p><input type="checkbox"/> NO – Do not meet the criteria as a service-disabled veteran business.</p>		
<p>SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS AND SPECIFICATIONS SET FORTH IN THE INVITATION TO BID OR REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE ITB OR RFP CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF AWARD OF THE BID/PROPOSAL BY THE STATE OF OKLAHOMA FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE ITB OR RFP. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE ITB OR RFP, OR FAILURE TO HOLD PRICES OR MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE ITB OR RFP OR DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRAT MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.</p>			
D	ORIGINAL SIGNATURE OF BIDDER	E	NAME OF FIRM
F	PRINT/TYPE NAME AND TITLE	G	DATE



**State of Oklahoma
Department of Public Safety
Procurement**

Responding Bidder Information

Solicitation #: 23-0963

A	Bidder General Information: FEI/SSN: _____ Company Name: _____
B	Bidder Contact Information: Address: _____ City: _____ State: _____ Zip Code: _____ Contact Name: _____ Contact Title: _____ Phone #: _____ Fax #: _____ Email: _____ Website: _____
C	Registration with the Oklahoma Secretary of State: <input type="checkbox"/> YES – Filing #: _____ <input type="checkbox"/> 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 or 405-522-2520)
D	Workers' Compensation Insurance Coverage: (ONLY FILL OUT if you are bidding on a SERVICE) Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act. <input type="checkbox"/> YES – include a certificate of insurance with the bid <input type="checkbox"/> 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. 2001, § 2.6 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.) ¹
E	Registration with the Office of Management and Enterprise Services²: <input type="checkbox"/> YES – Supplier Identification #: _____ All competitively bid acquisitions issued by agencies under the authority of Title 74 require the bidder to register.
F	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 in not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.oid.ok.gov/>

² For frequently asked questions concerning OMES registration, see <https://omes.ok.gov/services/purchasing/vendor-registration>



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Public Safety Agency #: 58500

Supplier Legal Name: _____ Solicitation or Purchase Order #: _____

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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

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.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or 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



Supplier Contract Certification

Solicitation or Purchase Order #: 23-0963

Supplier name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

A. In accordance with 74 O.S. § 85.42, the supplier named herein 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s) he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature

Date

Supplier Authorized Representative Printed Name

Title



ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH _____
RESULTING FROM SOLICITATION NO. _23-0963_____

Agency Name: The Department of Public Safety Agency Number: 58500

This Addendum 1 (“Addendum”) is an amendment to the contract awarded to _____
in connection with Solicitation _____ (“Solicitation”) and is effective _____

Recitals

Whereas, the State issued a Solicitation for proposals to provide, _____, as more particularly described in the Solicitation;

Whereas the State wishes to amend payment terms and add an additional term to said Solicitation.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to amendment of the payment terms of the Solicitation.

2. Invoicing and Payment.

The Invoicing and Payment provision in the Contract will be replaced with the following provision.

Invoicing and Payment: Payment terms will be Net 45.

3. Early Payment Discount.

The Early Payment Discount provision will be added to the Contract as follows:

Additional terms shall be no less than 10 days increasing in 5 day increments up to 30 days. Supplier will provide a discount of ___ percent for Net 10, a discount of _____ percent for Net 15, a discount of _____ percent for Net 20, a discount of _____ percent for Net 25, and a discount of ___ percent for Net 30. The date from which discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

State of Oklahoma

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

DEPARTMENT OF PUBLIC SAFETY
OKLAHOMA HIGHWAY PATROL

This ITB is for an **Indefinite Quantity**
(Up to a Max Yearly Contract Value of \$50,000.00)
And the State, may or may not utilize the Full Dollar Amount.

Contract Period: Date of Award thru 12 months
With four (4) 12-month options to renew at the same terms and conditions

The ITB may be awarded to multi vendors. The Department of Public Safety reserves the right to make multiple awards based on the needs of the agency beginning with the lowest and best responsible, responsive bidder.

******DPS WILL ACCEPT EMAILED BID RESPONSES FOR THIS PROJECT******

INTENT:

The Oklahoma Highway Patrol, desires bids covering the cost of **green single purpose, green dual purpose, started training single purpose, started training dual purpose, fully trained single purpose and fully trained dual purpose** Detection (Bomb & Narcotics) and Patrol canines of the highest quality. Suppliers should feel free to respond (no bid) in any categories and /or subsequent years of renewals.

CANINE SPECIFICATIONS:

(Shall meet or exceed the following specifications)

Breed: Any breed deemed suitable for the mission the canine is being purchased.

Sex: Intact Male or Female (Females shall be spayed at the vender's expense following the purchase.)

Age: Canines shall be at least 12 months, but not more than 30 months of age at the time of evaluation.

Weight: Normal for the breed standard.

Height: Normal for breed standard.

Coat: Average in length. Canines with long or excessively full coats will be disqualified.

Medical requirements:

In general, all canines acceptable for purchase shall be in excellent health with no acute or chronic disease of condition which would either hamper the canine's ability to perform or would be excessively costly to treat.

Required documentation at time of evaluation:

Vendor shall submit documents related to the canine's importation or country of origin which may include International Health Certificate (if canine has been imported). Vendor shall also supply the elbow and pelvic radiographs of canine being evaluated. The following areas are evaluated closely by OHP. Disqualifying features include, but are not limited to the following:

Gait: All canines shall display normal mobility at a walk and run. Any gait abnormality noted during the evaluation of the canine which could affect the canine's ability to perform normal is disqualifying.

Skin and Coat: Skin and coat should be healthy in appearance, displaying no evidence of chronic dermatitis allergies, infections, injuries and marked external parasite infestation, e.g. mange, fleas, and etc.

Teeth and Jaws: Canines shall have normal occlusion, not overshot or undershot jaws. Canine teeth shall be present and should not be weakened by notching, enamel hypoplasia or abnormal excessive wear. There shall be no prior dental work (caps or studs), cracked or broken teeth. Vendor shall note any missing teeth. Canines must be free of any excessive plaque buildup. Oral infection or excessive periodontal disease may be disqualifying.

Heart and Lungs: Heart sounds, rate and rhythm shall be normal, e.g., non murmurs, arrhythmia, etc. Cardiovascular and respiratory system in general shall be normal at rest or upon exercise.

Limbs and Joints: Any condition of the bones, joints or muscles that shall hamper or restrict the normal performance of duty shall be disqualifying.

Nervous system and Basic senses: Any defect in the nervous system including, but not limited to the basic senses of vision, hearing and sense of smell shall be disqualifying.

Heart Worms: All canines submitted for purchase shall be free of heart worms.

Guarantee: All bidders shall guarantee that the K9 they propose to finish shall be in good health, including hips, lungs, teeth, and eyesight, with no genetic defects for a period of at least one (1) year from purchase and include temperament or training deficiencies. K9's submitted as a replacement under this warranty must also satisfactorily meet the same testing and evaluation terms set forth above.

CANINE REQUIREMENTS:

Agility and Confidence: Canine must be able to jump up on or climb onto elevated surfaces, walk over unstable footing including slick floors, willing to be lifted by handler to elevated surface, no fear of traffic or noisy areas.

Sociability: Must be able to be around other people, large crowds and animals without fear or aggression.

Gunfire: Neutral to gunfire (no aggression or fear)

The areas in which canines could be trained are listed below. Canines may be single purpose or dual purpose depending on the need of the Department.

DETECTION:

Bomb

C4

Dynamite (military and civilian)

TNT

Detonation Cord (PETN)

Smokeless Black Powder

Water Gels

RDX

Ammonia nitrates

Chlorates

Other explosives as recommended at time of evaluation.

Narcotics

Methamphetamine

Cocaine

Heroin

Marijuana (optional)

Canines shall be trained to indicate to all detection finds passively.

Patrol

Building search

Area search

Tracking

In sight apprehension

Handler protection

The Canines will be tested by OHP personnel in the following areas prior to purchase:

- Capable of passing a basic agility / confidence test.
- Must possess high drive, in relation to detection and or patrol work.
- Must pass a complete physical examination by a licensed veterinarian.

Started training and Fully trained canines must possess basic obedience:

- On and offline heel, down, and recall.

Pricing

Green Single Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Green Dual Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Started Single Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Started Dual Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Fully Trained Single Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

Fully Trained Dual Purpose

Year 1: _____

Year 2: _____

Year 3: _____

Year 4: _____

Year 5: _____

<u>ORIGINAL SIGNATURE OF BIDDER</u>	<u>NAME OF FIRM</u>
<u>PRINT/TYPE NAME AND TITLE</u>	<u>DATE</u>

***Page Left Blank Intentionally
Do Not Send Back Packet #2.***

Packet # 2 – Do Not Return
Department of Public Safety
Standard Terms and Conditions

Applicable to all DPS Procurements unless otherwise indicated.

STANDARD TERMS AND CONDITIONS:

1. Unless the bidder is specifically instructed within the Invitation to Bid/ Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of Oklahoma. These terms are in addition to the terms and conditions set forth in the Invitation to Bid/ Request for Proposal and should be read in conjunction. A Bid/Proposal may be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB/RFP or limit the bidder's liability to the State.
2. The laws of Oklahoma govern all contracts with the State of Oklahoma. All of these terms and conditions will become part of any contract(s) or purchase order(s) awarded as a result of the Invitation to Bid/ Request for Proposal, whether stated in part, in summary or by reference. If the bidder's proposed changes to the terms and conditions conflict herewith, these terms and conditions will prevail, unless the bidder is notified by the Department of Public Safety's Procurement office in writing of the Department of Public Safety's acceptance of the bidder's proposed change(s).
3. Any limitation of liability submitted by the bidder does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void.
4. Submitted bids are rendered, as a legal offer and any bid, when accepted and awarded by the Department of Public Safety, shall constitute a firm contract, unless Department of Public Safety elects to enter into a written contract with the successful bidder prior to award per item #12 in accompanying signatory form, and then that written contract shall constitute the contract between the parties. The mere receipt of the bid is not a legal acceptance thereof. The bidder will annotate the Bid Number on each page if there is a requirement to enter such number.
5. Submitted bids/proposals shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids/proposals, quotations and contract shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
6. Penciled bids shall NOT be accepted and be rejected as non-responsive. Penciled corrections shall NOT be accepted and shall be grounds for rejection as non-responsive.
7. Unless otherwise noted in the Invitation to Bid/ Request for Proposal, all prices for items in bids/proposals are to be submitted F.O.B. Destination. Bids/Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the bidder shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using division or designated purchaser. The bidder shall prepay all packaging, handling, shipping and delivery charges.

Deliveries shall be made at such time and in such quantities as ordered in strict accordance with the conditions contained in the Invitation to Bid/ Request for Proposal. All deliveries will be made "inside" of the requesting location.

8. C.O.D. terms are not acceptable as part of the Bid/Proposal and will be cause for a rejection of a bid.
9. Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract unless specifically stated as a condition of the contract.
10. All bids submitted shall be subject to the Central Purchasing Act, Central Purchasing Rules, and other statutes and Regulations as applicable, these General and Special Conditions, bid specifications, and all other terms and conditions listed or attached herein-all of which are made part of the awarded Purchase Order.
11. The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to the Invitation to Bid/Request for Proposal. No special consideration will be given after bids/proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of the Invitation to Bid/Request for

Proposal. By submitting a bid proposal in response to this Invitation to Bid/ Request for Proposal, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of the Invitation to Bid/ Request for Proposal.

12. The State shall assume no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid or proposal in response to the Invitation to Bid/ Request for Proposal.
13. Purchases by the State are not subject to any sales tax, and occasionally federal excise tax. Exemption certificates to be furnished upon request.
14. In accordance with Title 74, Section 85.40, ALL travel expenses to be incurred by the bidder that are part of a service contract shall be included in the total bid price/contract amount.
15. Clarification pertaining to the contents of this bid/proposal shall be submitted by mail (Address: Department of Public Safety, Procurement, 3600 North Martin Luther King Blvd, OKC, OK, 73111) to the Department of Public Safety Procurement Office. Any and all communication must include the Invitation to Bid/Request for Proposal number. Please do not contact any other Department of Public Safety employees outside of the Procurement Division, or you may become disqualified on this bid.
16. Contracts resulting from this bid may be awarded on an ALL or NONE basis by individual item or grouped items, whichever is deemed to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and the best bidder unless the Invitation to Bid/ Request for Proposal specified that a best value criterion would be used. Contract award decisions are further subject to any additional terms and conditions contained in the Invitation to Bid/ Request for Proposal.
17. The Department of Public Safety Contracting Officer shall approve in writing any deviations or product/service changes to award. Substitutions/changes made without the Department of Public Safety Contracting Officer's approval may be grounds for punitive remedies. The bidder shall be responsible for the delivery of goods in acceptable condition to the Department of Public Safety under this contract and in accordance with good commercial practice. The Department of Public Safety may reject acquisitions from the supplier that do not meet specifications or other terms and conditions of the Invitation to Bid/ Request for Proposal. The bidder shall pay costs to retrieve and replace acquisitions that do not meet specifications with a conforming item or service. Title to acquisitions shall not pass from the supplier to the Department of Public Safety until the Department of Public Safety receives, inspects and accepts the product.
18. Manufacturers' Name and Approved Equivalents: Any manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand of which they are an authorized representative, which meets or exceeds the specification for any item(s); however, if bids are based on equivalent products, bidder must indicate on the bid form the manufacturer's name and number. Bidder shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. 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, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
19. As used in this clause, records includes books, documents, accounting procedures and practices, electronic, magnetic, optical 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 agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract.
20. The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of two years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the two year period, the records are required to be maintained for two years from the date that all issues arising out of the action are resolved or until the end of the two year retention period, whichever is later.

21. In accordance with 31 USCA 6101, Executive Order 12549, the bidder certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.
22. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or RFP. (All modifications to the contract must be made in writing and signed by the Department of Public Safety.)
23. Due to possible future reductions in State appropriations or Federal funds, the Department cannot guarantee the continued availability of funding for this contract or Purchase Order, notwithstanding the consideration stated above. In the event funds to finance this contract or Purchase Order become unavailable, either in full or in part, due to such reductions in appropriations or funds, the Department may terminate the contract or Purchase Order or reduce the consideration upon notice in writing to bidder. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract or Purchase Order, the bidder will be paid for products and/or services provided up to the effective date of termination.
24. This contract shall be in full force until the expiration date or until 30 days after written notice has been given by DPS of its desire to terminate the contract.
25. Immediate cancellation shall be administered in writing when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.
26. All products and services shall be billed in arrears and all invoices shall be dated after full performance by bidder. Purchase order number must appear on all invoices. If bidder fails to provide purchase order number, it may result in the delayed payment of the invoice or return of invoice to bidder for correction/additional information.
27. Contract award shall be made with reasonable promptness to the bidder, whose bid/proposal, conforming to the ITB or RFP, is most advantageous to the State, price, and other factors considered. Any or all bids/proposals may be rejected and/or the ITB or RFP be withdrawn and/or the ITB or RFP re-issued or re-bid when the Director of the Department of Public Safety's Procurement Office determines that it is in the Agency's interest to do so.
28. When required in the Invitation to Bid, samples of products must be furnished free of expense at the specified time and date; otherwise this may be cause for the bid to be rejected. Samples must be submitted with the corresponding bid package, marked plainly with name and address of bidder, bid number, bid opening dated, and correspondence indicating whether or not bidder desires return of the sample. If the sample is to be returned it shall be returned at the bidder's expense. All samples are subject to mutilation as a result of the review process. Therefore, the Department of Public Safety assumes no responsibility/liability for samples submitted. All samples, which are not returned, shall be disposed within five business days of Bid Award.
29. For payment information please contact the Oklahoma Department of Public Safety Finance Office at 405-425-2833 or by fax at 405-425-2072.
30. Multi Bidder Awards. The Department of Public Safety reserves the right to make multiple awards based on the needs of the Agency beginning with the lowest and best responsible, responsive bidder.
31. Prior to any contract award, the Department of Public Safety reserves the right to conduct background checks on any bidder to include, but not limited to, a criminal history background check and to consider such checks in determining the best bidder and/or to reject bidders as being non-responsive that are deemed to not have either the capacity, or the financial standing, or the history of performance, or clean criminal history, in order to perform the contract to the satisfaction of the Department of Public Safety.
32. The Department of Public Safety reserves the right to purchase from other sources than bidder and the Department of Public Safety can elect to solicit other bidders under other solicitations with or without canceling this solicitation or resulting award, if any.

