



# 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

**Request for Proposal #: 22-0592**

**Bid Title: Teen Education Program**

**Shipping Zip Code: 73159**

**E-Mail Address: [bids@dps.ok.gov](mailto:bids@dps.ok.gov)**

**The DPS Buyer: Theresa Dunn 405-425-7609**

<b>TIMETABLE</b>	<b>Date</b>	<b>Time</b>
<b>ITB/RFP Issue Date:</b>	<b>10.08.21</b>	
<b>Questions Due by:</b>	<b>10.13.21</b>	<b>10:00 AM</b>
<b>All Amendments will be posted by:</b>	<b>10.14.21</b>	<b>3:00 PM</b>
<b>BIDS WILL BE OPENED ON:</b>	<b>10.27.21</b>	<b>1:30 PM</b>

<b>Packet # 1 <u>MANDATORY RETURN</u></b>	
<b>Page #</b>	<b>Bid Package Contents</b>
1	Signatory Form
2	Responding Bidder Information
3	Certification for Competitive Bid
4	Supplier Contract Certification
5	Early Pay Discount Addendum
6-11	Specifications/Job Description
	<b>Other:</b>

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

**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**

<b>A</b> SOLICITATION #: 22-0592	<b>B</b> <b>FOR:</b> Teen Education Program
<b>C</b> PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:	
<p><b>1) BIDS/PROPOSALS <u>MUST</u> BE RECEIVED AT THE FOLLOWING LOCATION:</b> DEPARTMENT PUBLIC SAFETY, PROCUREMENT DEPARTMENT, 3600 N MARTIN LUTHER KING, OKC, OK 73111 <b>QUESTIONS AND CORRESPONDENCE SHOULD BE EMAILED TO: <u>bids@dps.ok.gov</u></b></p> <p><b>2)</b> 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><b>3)</b> [REDACTED]</p> <p><b>4)</b> The bidder must sign the Bid/Proposal.</p> <p><b>5)</b> 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><b>6)</b> Bidder's response may not be withdrawn for a period of thirty (30) calendar days after the Bid/Proposal closing date.</p> <p><b>7)</b> 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><b>8)</b> 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><b>9)</b> All Bid/Proposal prices must be typed or written in ink.</p> <p><b>10)</b> 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><b>11)</b> 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><b>12)</b> 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><b>13)</b> The Department of Public Safety reserves the right to reject any and all bids and responses.</p>	
<b>D</b> <b>THESE SECTIONS TO BE COMPLETED BY BIDDER</b>	
Complete Delivery of all goods/services can be accomplished _____ days or _____ weeks after date of purchase order..	
Bidder currently engaged in a boycott of goods or services from Israel? YES _____ NO _____	
<b>Disabled Veteran Business Enterprise Act</b>	
<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.	
<input type="checkbox"/> NO – Do not meet the criteria as a service-disabled veteran business.	
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.	
<b>D</b> ORIGINAL SIGNATURE OF BIDDER	<b>E</b> NAME OF FIRM
<b>F</b> PRINT/TYPE NAME AND TITLE	<b>G</b> DATE



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

**Responding Bidder Information**

**Solicitation #:22-0592**

<b>A</b>	<b>Bidder General Information:</b> FEI/SSN: _____ Company Name: _____
<b>B</b>	<b>Bidder Contact Information:</b> Address: _____ City: _____ State: _____ Zip Code: _____ Contact Name: _____ Contact Title: _____ Phone #: _____ Fax #: _____ Email: _____ Website: _____
<b>C</b>	<b>Registration with the Oklahoma Secretary of State:</b> <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 ( <a href="http://www.sos.ok.gov">www.sos.ok.gov</a> or 405-522-2520)
<b>D</b>	<b>Workers' Compensation Insurance Coverage: (ONLY FILL OUT if you are bidding on a SERVICE)</b> 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.) <sup>1</sup>
<b>E</b>	<b>Registration with the Office of Management and Enterprise Services<sup>2</sup>:</b> <input type="checkbox"/> YES – Supplier Identification #: _____ All competitively bid acquisitions issued by agencies under the authority of Title 74 require the bidder to register.
<b>F</b>	<b>Oklahoma Taxpayer and Citizen Protection Act of 2007:</b> 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 <a href="http://www.dhs.gov/E-Verify">www.dhs.gov/E-Verify</a>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>2</sup> 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: \_\_\_\_\_ Agency #: \_\_\_\_\_

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 #: \_\_\_\_\_

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. \_\_\_\_\_

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: \_\_\_\_\_



## Oklahoma Department of Public Safety Oklahoma Highway Safety Office

Request for Proposal#: 22-0592  
Teen Education Program

### 1.0 Oklahoma Highway Safety Office (OHSO) Mission/Vision

- 1.1 To establish and maintain safe roadways for everyone.
- 1.2 To establish awareness, education and ensure strict enforcement of traffic safety laws by coordinating statewide behavioral highway safety programs utilizing federal funds from the National Highway Traffic Safety Administration (NHTSA) available to state and local entities.
- 1.3 These programs help the state and local entities enforce traffic laws, educate the public in traffic safety, and provide varied and effective means of reducing fatalities, injuries and economic losses from crashes.
- 1.4 The overarching goal of this specific Teen Education Program is to primarily focus on drivers 25 and under to incite positive behavioral changes related to these highway safety program areas in particular: *Distracted Driving, Speed, Impaired Driving and Occupant Protection*

### 2.0 Scope of Work

- 2.1 OHSO seeks to obtain the services of an experienced highway safety consultant that will provide proven comprehensive programming to instill highway safety presentations to targeted audiences including local schools/universities and community groups statewide.
- 2.2 The content of the presentations should incorporate all core issue areas as described in this Request for Proposal (RFP).
- 2.3 The contract period for this award shall be: Date of Award through 09.30.2022, with 4 one (1) year options to renew.
- 2.4 Each presentation shall commence for no longer than one (1) "school day", Monday-Friday between the hours of 8:00am and 8:00pm.
- 2.5 The presentations should be evidence-based, interactive and appropriately catered to Oklahoma laws and statistics.
- 2.6 The presentation must have a game show component and the length will be proposed by the selected consultant based on prior experience.
- 2.7 The selected consultant presentation schedule will be determined based on the number of requests received from the various organizations and will be responsible to schedule and coordinate the targeted date/time and venue with each of the selected schools.

- 2.8 The consultant will be responsible to schedule and coordinate the targeted date/time and venue with each of the selected schools
- 2.9 The OHSO will receive a copy of the presentation schedule from the consultant for review in advance of the presentation.
- 2.10 Measurable Progress
  - 2.10.1 Each individual presentation made to each organization, as well as the overall program, is required to have an evaluation or survey component that measures the potential behavioral change.
  - 2.10.2 It is the consultant shall collect "PRE" survey results, which shall be conducted by each school in advance of each appearance as well as the "POST" results following each appearance. Exceptions allowed on a case by case basis with prior approval by OHSO.
  - 2.10.3 The project will conclude with a comprehensive final comprehensive evaluation report detailing the knowledge changes indicated as a result of the total presentations performed and survey data collected.

### **3.0 Cost and Invoicing**

- 3.1 The total cost shall include a minimum of ten (10) Presentations, including complete monthly survey evaluation and analysis, and a final report, due at the end of each contract year.
- 3.2 The consultant will invoice monthly and be reimbursed based on the number of presentations conducted during the calendar month.
- 3.3 The final invoice must be submitted by November 1<sup>st</sup>, after the contract period has concluded and include the final comprehensive program analysis.

### **4.0 Proposal**

- 4.1 Company Introduction
  - 4.1.1 Respondents are to include a complete description of their organizational structure and other relevant information documenting the firm's professional practice and areas of specialization.
- 4.2 Relevant Experience
  - 4.2.1 Respondents are to include a comprehensive listing of similar projects and/or clients served similar in concept to the project being proposed.
- 4.3 Client References
  - 4.3.1 Names, addresses, and telephone numbers of at least three (3) previous clients who are familiar with the services provided by your firm shall be submitted by the responding vendor. By so listing, specific permission is



granted to OHSO to contact said individuals to verify the satisfactory performances of the services provided Respondent acknowledges that OHSO is granted specific permission to discuss past performance of Respondent and any of its proposed team members on any projects.

#### 4.4 Technical Proposal

##### 4.4.1 The proposals should address specifically each of the following:

4.4.1.1 The selected consultant will be required to conduct a minimum of ten (10) presentations each contract year.

4.4.1.2 Content shall be tailored to the specific audience, based on the age range of the attending students.

4.4.1.3 Technical proposal shall reflect how many students can be reached per presentation (project impact). The maximum capacity is 250.

4.4.1.4 Respondents shall provide a detailed technical synopsis of their proposed services based on the SOW requested including any technical issues that will or may be confronted at each stage of the project. Proposed approach will be assessed for its feasibility, responsiveness to the SOW, effectiveness and thoroughness.

4.4.1.5 Proposal must describe in detail the methodology proposed to accomplish the required work. This should include: task identification, activity milestones, and description of delivered work products.

4.4.1.6 Respondent shall provide anticipated project timeline for services to be performed and delivery of anticipated deliverables.

#### 4.5 Cost Proposal

##### 4.5.1 Provide a cost proposal to include the following:

4.5.1.1 Cost Proposal shall reflect a Lump Sum cost per presentation fully inclusive of labor, overhead, materials, equipment, out of state travel and all other elements necessary for the completion of work. OHSO will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents.

4.5.1.2 Cost proposal prices submitted will be considered firm and fixed.

4.5.1.3 Describe, in detailed narrative, all aspects of your pricing policy.

**5.0 Method of Award**

5.1 It is the intention of the State to award the contract to the highest graded Vendor's response. The following areas are to be graded: Price (Cost), Presentation Content, Project Impact, Measurable Progress, Experience and References.

**Initial Contract Period (Year 1)**

Price per presentation: \$ \_\_\_\_\_

Extended Price: \$ \_\_\_\_\_

Number of presentations during contract period: \_\_\_\_\_

**Year 2**

Price per presentation: \$ \_\_\_\_\_

Extended Price: \$ \_\_\_\_\_

Number of presentations during contract period: \_\_\_\_\_

**Year 3**

Price per presentation: \$ \_\_\_\_\_

Extended Price: \$ \_\_\_\_\_

Number of presentations during contract period: \_\_\_\_\_

**Year 4**

Price per presentation: \$ \_\_\_\_\_

Extended Price: \$ \_\_\_\_\_

Number of presentations during contract period: \_\_\_\_\_

**Year 5**

Price per presentation: \$ \_\_\_\_\_

Extended Price: \$ \_\_\_\_\_

Number of presentations during contract period: \_\_\_\_\_

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

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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.