The Oklahoma Department of Public Safety
Procurement Division

3600 N Martin Luther King Blvd, Oklahoma City, OK 73111
Phone 405-425-2172 Fax 405-425-2022

Invitation to Bid #: 2700201

Bid Title: Hazardous Materials Operations Training Courses

Shipping Zip Code: 73111 **E-Mail Address: biddps@dps.state.ok.us**

The DPS Buyer: Theresa Dunn 405-425-7609

TIMETABLE	Date	Time
ITB/RFP Issue Date:	04.05.16	
Questions Due by:	04.13.16	**10:00 AM**
All Amendments will be posted by:	04.15.16	**3:00 PM**
BIDS WILL BE OPENED ON:	05.04.16	**1:30 PM**

Packet # 1 ***MANDATORY RETURN***	
Page #	**Bid Package Contents**
1	Signatory Form
2	Responding Bidder Information
3	Non-Collusion Certification
4	Supplier Contract Affidavit
5	DPS Audits & Records Clause
6-7	Specifications/Job Description
	Other:

Packet # 2 ***DO NOT RETURN***	
Page #	**Package Contents**
1-4	Standard Terms and Conditions
	State of Oklahoma Vendor/Payee Form * *If form is included please retain until asked for.*
	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 Invitation to Bid.

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

A	B
SOLICITATION #: 2700201	**FOR:** **Hazardous** Materials Operations Training Courses

C PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

1) BIDS/PROPOSALS MUST BE RECEIVED AT THE FOLLOWING LOCATION:
DEPARTMENT PUBLIC SAFETY, PROCUREMENT DEPARTMENT, 3600 N MARTIN LUTHER KING, OKC, OK 73111
QUESTIONS AND CORRESPONDENCE SHOULD BE EMAILED TO: biddps@dps.state.ok.us

2) It is the bidder's responsibility to insure that proposals are received by DPS's Procurement Office (via delivery directly to the DPS Procurement Dept) on or before the posted bid/proposal closing date and time. Under no circumstances will DPS be responsible for vendors', 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.
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.
4) The bidder must sign the Bid/Proposal.
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.
6) Bidder's response may not be withdrawn for a period of thirty (30) days after the Bid/Proposal closing date.
7) Bids/Proposals for Services: Work is to commence within ten (10) 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.
8) Bids/Proposals for Products: Products will be delivered within ten(10) days after notification of the award, unless notified to the contrary in DPS's bid form, specifications or written authorization from DPS.
9) All Bid/Proposal prices must be typed or written in ink.
10) All corrections, white-outs, erasures, restriking 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.
11) The bidder must complete and submit the attached Responding Bidder Information form, Certification for Competitive Bid form, Professional Services Contract form, Audits and Records 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. and Signatory Page.
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 a of 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.
13) The Department of Public Safety reserves the right to reject any and all bids and responses.
14) If the Bidder does not have an Oklahoma Sales Tax permit it may obtain a permit online at http://www.tax.ok.gov/

D **THIS SECTION TO BE COMPLETED BY BIDDER**
COMPLETE DELIVERY OF ALL GOODS AND FULL PERFORMANCE OF ALL SERVICES CAN BE ACCOMPLISHED _____DAYS OR _____WEEKS AFTER DATE OF PURCHASE ORDER.

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 CONTRACTOR 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.

E	F
ORIGINAL SIGNATURE OF BIDDER	**NAME OF FIRM**
G	**H**
PRINT/TYPE NAME AND TITLE	**DATE**

State of Oklahoma
Department of Public Safety
Procurement

Responding Bidder Information

Solicitation #:2700201

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 Oklahoma Sales Tax Permit[1]:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

D 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.state.ok.us or 405-521-3911).

E Workers' Compensation Insurance Coverage: (DO NOT FILL OUT if you are bidding on a product)

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. 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.)[2]

F Registration with the Department of Central Services[3]:

☐ YES – Vendor Identification Number: _____

All competitively bid acquisitions issued by agencies under the authority of Title 74 require the bidder to register.

G 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) available at www.dhs.gov/E-Verify.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/documents/WorkersComp.pdf
[3] For frequently asked questions concerning DCS registration, see http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

State of Oklahoma
Department of Public Safety
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 #:

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	

State of Oklahoma
Department of Public Safety
Purchasing Division

Professional Services Contract Certification

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

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.

_____	_____
Signature	**Date**
_____	_____
Printed Name	**Title**

Oklahoma Department of Public Safety
Audits & Records Clause

How to use this form:

1) The DPS Procurement department completes sections A through E.
2) The vendor shall read/complete sections F through K.
3) All signatures shall be done in ink.
4) The form shall be returned to the DPS Procurement department at 3600 N Martin Luther King Blvd, OKC, OK 73111.
5) If additional help is required please call the DPS Procurement department at PH 405-425-2172.

Procurement to Complete:

A. Solicitation #: 2700201	**B.** Date:
C. Supplier:	**D.** Original Amount:
E. Brief Description of Product or Services Requested: Hazardous Materials Operations Training Courses	

Vendor to Read & Complete sections F through K.

F. Vendor to read the following statement:

AUDIT AND RECORDS CLAUSE:

(a) 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 AGREES ANY PERTINENT STATE OR FEDERAL AGENCY WILL HAVE THE RIGHT TO EXECUTION OF THE RESULTANT CONTRACT.

(b) 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 SEVEN 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 SEVEN YEAR PERIOD, THE RECORDS ARE REQUIRED TO BE MAINTAINED FOR SEVEN YEARS FROM THE DATE THAT ALL ISSUES ARISING OUT OF THE ACTION ARE RESOLVED OR UNTIL THE END OF THE SEVEN YEAR RETENTION PERIOD, WHICHEVER IS LATER.

G. Signature of Vendor Representative:	**H. Phone:**	**I. Date:**
J. Printed Name of Vendor Representative:	**K. Title of Individual Signing**	

Oklahoma Department of Public Safety
Request for Proposal#: 2700201
Hazardous Materials Operations Training Courses

1.0 Scope of Work

1.1 The awarded vendor will be required to travel to a different region within the state of Oklahoma for each course. All travel, per diem, and all other related expenses are to be considered in the course costs.

1.2 Teach up to 4 one-day Hazardous Materials Operations level courses.

1.3 Teach up to 4 two-day Hazardous Materials Technician level courses.

1.4 Approximately 30 people will attend each class.

1.5 Vendor **must** provide sample course curriculum for each course.

1.6 The **contract period** will be from **08/01/2016 through 07/31/2017** with **two (2) 1 year options to renew** with the same terms and conditions.

1.7 The State may request additional courses (beyond the initial Qty of 4) up to, and not to exceed, a total purchase order value of $50,000.00 for each one year contract period.

1.8 Vendor shall **submit** a resume for each Instructor and the number of years of experience the Instructor has instructing courses of a similar nature

2.0 One Day Operations level course

2.1 This one day course should be geared toward an Operations Level First Responder as outlined in OSHA 29 CFR 1910.120 and NFPA 472.

2.2 Number of Instructors to be provided per class - Two (2).

2.3 Provide a learning environment for the student to determine safe operations by interpreting chemical properties found in the NIOSH Pocket Guide and Safety Data Sheets (SDSs)

2.4 This course will need to demonstrate a planning component using decision making skills based on the chemical insult.

2.5 Provide an algorithm to disseminate chemical properties using the NIOSH Pocket Guide and Safety Data Sheets (SDSs).

3.0 Two Day Technician level course

3.1 This course will provide a more in-depth understanding of hazardous materials response for the Hazardous Materials Technician level.

3.2 This two day course should be geared toward the Hazardous Materials Technician as outlined in OSHA 29 CFR 1910.120 and NFPA 472.

3.3 Number of Instructors to be provided per class - Three (3).

3.4 Provide a learning environment for the student to determine safe operations by

interpreting chemical properties found in the NIOSH Pocket Guide and Safety Data Sheets (SDSs)

3.5 This course will need to demonstrate a planning component using decision making skills based on the chemical insult.

3.6 Provide an algorithm to disseminate chemical properties using the NIOSH Pocket Guide, CAMEO, and Safety Data Sheets (SDSs).

3.7 After this course, the student will:

3.7.1 Learn to develop Incident Action Plans (IAP) and tactical objectives based on the information provided by the instructional staff.

3.7.2 Learn to identify the potential hazards and risks of the hazardous materials in question.

3.7.3 Be able to identify the appropriate personal protective equipment that will be used to carry out the procedures in an Incident Action Plan.

3.7.4 Be able to make recommendations of the appropriate monitoring and detection equipment to be used during each hazardous materials incident.

3.7.5 The student will learn through hands on chemical analysis the hazards and risks associated with the material.

4.0 Locations of Training to be determined using the following criteria:

4.1 Location of the Regional Response CBRNE and Intermediate CBRNE Units.

4.2 Training request by Regional Response Agencies.

4.3 Priority will be given to Regional Response Team members.

4.4 The final determination will be made by the OKOHS Training and Exercise Coordinator.

4.5 Local agencies will provide the actual space for the training.

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, Course Curriculum, and the Instructors Years of Experience.

Year 1
Price per One (1) Day Course: $_____

Price per Two (2) Day Course: $_____

Year 2
Price per One (1) Day Course: $_____

Price per Two (2) Day Course: $_____

Year 3
Price per One (1) Day Course: $_____

Price per Two (2) Day Course: $_____

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

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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 vendor 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 vendor 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 contractor 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 will be furnished upon request.

14. In accordance with Title 74, Section 84.50, ALL travel expenses to be incurred by the vendor 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) or facsimile (Fax number 405-425-2022) 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 division or person, 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 first class condition to DPS 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 awardee 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 DPS until DPS 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 seven 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 seven year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven year retention period, whichever is later.

21. In accordance with 31 USCA 6101, Executive Order 12549, the contractor 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, not withstanding 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 vendor. 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 vendor 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 awardee. Purchase order number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice or return of invoice to vendor 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 vendor'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 Vendor 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 awardee 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.