ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

PROCUREMENT POLICY

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ARTICLE I:
GENERAL PROVISIONS

PART A: PURPOSES, CONSTRUCTION AND APPLICATION

1-101 **Purpose:** The purpose of the Procurement Policy is to provide the **Association of Central Oklahoma Governments** (ACOG) with the requisite parameters for procuring goods and services under applicable state and federal guidelines. The policies and procedures outlined herein are intended to comply with Title 74, Section 1003 et al. of the Oklahoma Statutes – "Interlocal Cooperation Act" - applying to a local government and with Title 61, Section 103 of the Oklahoma Statutes. These policies are also intended to comply with the general requirements of Uniform Grant Guidance 2 CFR 200 as issued by the OMB. More specifically, the underlying purposes and policies of this Procurement Policy are:

1. to simplify, clarify, and reflect the law governing procurement by ACOG;
2. to provide consistency in the procurement practices of ACOG with regard to procurement laws;
3. to increase public confidence in public procurement;
4. to ensure the fair and equitable treatment of all persons who participate in the procurement process and provide a full accounting for all purchases;
5. to provide increased economy and efficiency in procurement activities by avoiding unnecessary or duplicative procurements; and,
6. to foster full and open competition;
7. to provide safeguard for the maintenance of a procurement system of quality and integrity; and
8. to ensure that full accounting is available and given for procurements.

1-102 **Interpretation:** This Procurement Policy shall be construed and applied to promote its underlying purposes. The guidelines set forth in this document are intended to comply with all applicable state, local, federal and grantor agency rules, regulations, policies and procedures.

1-103 **Grantor Agency Policies and Procedures**: At no time is this Policy intended to be more stringent than required by the grantor agency from which ACOG receives funds. Written procurement procedures prepared by the grantor agency shall be followed when funds are expended for the operation of a specific program.

1-104 **Gender Neutral**: All personal pronouns used in this Procurement Policy, whether used in the masculine, feminine or neuter gender, shall include all genders.

1-105 **Singular-Plural:** Words in the singular include the plural and vice versa.

1-106 **Headings**: The headings contained in this Procurement Policy are for reference purposes only and shall not in any way affect the meaning or interpretation of this Policy.

1-107 **Conflicts:** In the event of a conflict between the terms of this Procurement Policy and any applicable state, local or federal statute, code or regulation, or the

procurement procedures of the applicable grantor agency, the applicable statute, code, regulation or grantor procurement policy shall control.

1-108 **Severability:** Invalidation of any one of these provisions by judgment, court order, statute, regulation or code shall in no way affect any other provision, which shall continue to remain in full force and effect.

1-109 **Full and Open Competition:** All procurement transactions, regardless of dollar value, whether advertised or negotiated, shall be conducted in a manner so as to provide full and open competition. ACOG should be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, or statements of work for solicitation instruments (RFPs, IFBs, etc.) must be excluded from competing for such procurements.

1-110 **Supplementary General Principles of Law**: Unless in conflict with particular provisions of the Procurement Policy, principles of law and equity, including the Uniform Commercial Code, contracts, agency, fraud, misrepresentation, duress, coercion and mistake shall supplement this Policy.

1-111 **Good Faith**: The Procurement Policy requires that all parties involved in the negotiation, performance and administration of contracts act in good faith.

1-112 **Effective Date:** The Procurement Policy applies only to procurements initiated on or after the effective date of this Policy, January 16, 2019.

1-113 **Public Access to Procurement Information**: Procurement information shall be a public record to the extent provided by the Oklahoma Open Records Act, as applicable, and shall be available to the public as provided therein. If a proposal contains information that the bidder considers proprietary and does not want disclosed to the public or used for any purpose other than the evaluation of the offer, all such information must be indicated and clearly marked on each page of the proprietary or confidential document(s).

The information submitted during a procurement process is protected from disclosure until a contract is awarded. All proposals are open for public inspection after the contract is awarded, but proprietary and confidential information in the proposals are not open for public inspection.

A copy of this Section 1-113 shall be included in each solicitation for bids by ACOG.

PART B: DEFINITION OF TERMS

"Aggregate" is a whole formed by combining several items. For the purposes of this adopted procurement policy, the items must have the same description or a similar function to be classified as an aggregate purchase.

"Best Value" an assessment to define the best combination of quality, services, time and cost over the useful life of the acquired item.

"Best Value Bid" a procurement method that emphasizes value over price. The best value might not be the lowest price; generally achieved through the Request for Proposal (RFP) method.

"Bidder" any person that submits a bid in response to an Invitation for Bid ("IFB").

"Bidders' List" the pre-qualified list of persons which is used in acquiring goods and services.

"ACOG" the **Association of Central Oklahoma Governments** which was created and operates under Title 74, Section 1003 et al. of the Oklahoma Statutes – "Interlocal Cooperation Act" - as a political subdivision of the State of Oklahoma.

"Competitive Sealed Proposals" the procurement method whereby ACOG drafts the specifications, prepares Requests for Proposal, issues them to interested offerors and/or publishes an announcement in local periodicals. To be considered, bids must conform to the RFP. The award of a contract is not generally made at the time proposals are opened; rather, after evaluation, the award is made to the offeror whose proposal is determined to be the most advantageous to ACOG, considering the relative importance of price and other evaluation factors set forth in the RFP.

"Construction" the process of utilizing labor to build, alter, repair, improve or demolish any structure or building, or other public improvement. It does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

"Contract" a legally binding agreement between ACOG and a vendor or contractor; or a legally binding agreement between a contractor and a subcontractor.

"Contractor" any person, vendor, or entity having a contract with ACOG.

"Cooperative Purchasing" procurement conducted by, or on behalf of, more than one public procurement entity, including but not limited to a county, city, town or political subdivision of the state or public agency of the political subdivision, or other corporate or political entity organized under state entities. Efforts may result in contracts that other public entities may "piggyback."

"Disadvantaged Business Enterprise" ("DBE") a for-profit corporation in which at least 51% of all classes of the shares of stock are owned by one or more persons who are economically and socially disadvantaged because of their identification as members of certain groups, including but not limited to African Americans, Hispanic Americans and women, as determined and classified by the Small Business Administration (SBA) and/or the State of Oklahoma.

"Equipment" tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

"Federal Financial Assistance" assistance provided by a federal agency in the form of grants, contracts, cooperative agreements, loans, loan guarantees, property, interest subsidies, insurance or direct appropriations, but does not include direct federal cash

assistance to individuals. It includes awards received directly from federal agencies, or indirectly through other units of state and local governments.

"Grant" or **"Grant-in-aid"** an award of financial assistance, including cooperative agreements, in the form of money, property in lieu of money, or other financial assistance, paid or furnished by the state or federal government to any COG, RPC, person or other eligible grantee to support a program authorized by law that provides financial assistance through grant or contractual arrangements. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services or construction; a contract resulting from such an award is not a grant but a procurement contract. The term does not include technical assistance programs which provide services instead of money or other assistance in the form of general revenue sharing, loans, loan guarantees, insurance or contracts which are entered into and administered under procurement laws and regulations.

"Historically Underutilized Business" ("HUB") means:

1. a corporation formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities is owned by one or more persons who are socially disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Pacific Americans, and American Indians, who have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control;
2. a sole proprietorship formed for the purpose of making a profit that is 100 percent owned, operated and controlled by a person described in Paragraph (1);
3. a partnership formed for the purpose of making a profit in which 51 percent of the assets and interest in the partnership are owned by one or more persons described by Paragraph (1). Those persons must have proportionate interest in the control, operation, and management of the partnership's affairs;
4. a joint venture in which each entity in the joint venture is a historically underutilized business under this definition; or
5. a supplier contract between a historically underutilized business under this definition and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of supplies or materials or otherwise warehouses and ships the supplies.

"Invitation for Bid" ("IFB") all documents, whether attached or incorporated by reference, utilized in soliciting competitive bids.

"Minority Business Enterprise" ("MBE") a small business concern wherein at least 51% is owned or controlled in management and daily operations by women or minorities, including but not limited to, blacks, Hispanics, Asian- Americans, American Indians and Alaska natives.

“Negotiated Procurement" a process similar to competitive sealed bidding procurement except that offerors and ACOG discuss or negotiate aspects of the proposal, such as price. Negotiations are held with all offerors in the competitive range based upon the evaluation factors set out in the RFP.

"Offeror" means a person that submits a proposal in response to a Request for Proposals.

"Person" means any business, individual, group of individuals, union, committee, club organization, vendor, contractor, or governmental entity.

"Procurement" the buying, purchasing, renting, leasing or otherwise acquiring of any supplies, equipment or services. It also includes all activities that relate to obtaining any supplies, equipment or services, including but not limited to the description of requirements, selection and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

“Purchase Order” a written offer to purchase equipment, supplies or services from a vendor; if the vendor accepts the Purchase Order, it becomes a contract.

"Request for Proposal" ("RFP") all documents, whether attached or incorporated by reference, used to solicit proposals from potential providers for goods and services. Price is not usually; provides for the negotiation of all terms including price prior to award of a contract.

“Purchase Requisition” an internal document created by a requestor authorizing the commencement of a purchasing transaction and typically will include a detailed description of the need and other information that is relative to the transaction.

"Responsible Bidder/Offeror" means that the bidder or offeror has the capability to meet all of the requirements of the solicitation and the subsequent contract in all respects, including financial, to fully perform the contract requirements; also able to demonstrate integrity and reliability which will assure good faith performance.

"Responsive Bidder/Offeror" a bidder or offeror that has submitted a bid or response that fully conforms in all material respects in all requirements to the ITB or RFP, including all form and substance.

“Scope of Work” a detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

"Services" the furnishing of labor, time or effort by a contractor, not involving the delivery of a specific, tangible end product other than reports which are merely incidental to the required performance. The term shall not include employment agreements or collective bargaining agreements.

"Small Business Enterprise" a business concern, including affiliates, which is independently owned and operated and which is not dominant in its field of operation, and meets the size standard requirements of 13 CFR Part 121.

“Small-Purchase” a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the threshold of $49,999 in order to expedite the completion of its lowest-dollar small purchase transactions to minimize the associated administrative burden and cost.

"Specifications" any description of the physical or functional characteristics, or the nature of a supply, service or construction item. It must include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and constitutes the total description of the purchase.

"Subgrant" an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee. The term includes financial assistance when provided by contract, but does not include procurements or any form of assistance which is excluded from the definition of “Grant.”

"Subrecipient" any entity that receives federal assistance passed through from a prime recipient or another subrecipient to carry out or administer a program.

"Supplies" all tangible personal property other than "Equipment."

"Vendor" a person or entity who sells or leases supplies, equipment or services.

“Veteran-Owned Small Business” is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as “small” for Federal business size standard purposes. A veteran owned small business includes a service-disabled veteran owned small business.

“Women-Owned Business" means a small business concern wherein at least 51 percent of the small business concern is owned by one or more women, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women and the management and daily business operations of the small business concern are controlled by one or more women.

ARTICLE II:
PROCUREMENT ORGANIZATION

PART A: ORGANIZATION AND CONTRACT ADMINISTRATION

2-101 ACOG Board of Directors

1. Establishes ACOG Procurement Policy.
2. All contracts or grants $50,000 or more must be approved by the ACOG Board of Directors, excepting those pertaining to 9-1-1 ACOG business.
3. All contracts or grants pertaining to the 9-1-1 ACOG that are $50,000 or more must be approved by the 9-1-1 ACOG Board of Directors.

2-102 Executive Director of ACOG

1. Shall be responsible for compliance with and implementation of this Policy;
2. Shall review and approve proposed procurement actions to avoid unnecessary or duplicative purchases;
3. Shall analyze lease and purchase alternatives to determine the most economical and practical procurement; and
4. Only the Executive Director or his or her designee is authorized to contract or award grants on behalf of ACOG.

2-103 Procurement Administrator

Shall be responsible for:

1. reviewing and preparing solicitations for compliance with this Policy;
2. overseeing the negotiation and execution of purchase orders and contracts, in coordination with Division Directors;
3. monitoring the terms and conditions of purchase orders and contracts; and
4. any and all other responsibilities assigned by the Executive Director.

2-104 Division Director

Shall be responsible for:

1. identification, solicitation and selection of vendors or contractors;
2. maintaining and updating the Bidders' List;
3. negotiating and executing purchase orders and contracts, in coordination with the Procurement Administrator; and
4. any and all other responsibilities assigned by the Executive Director.

2-105 Finance Division

Shall be responsible for:

1. processing requisitions forms, purchase orders, and payment authorizations;
2. classification of purchases;
3. ensuring the complete and accurate documentation of all procurements;
4. maintaining all procurement files and records; and
5. any and all other responsibilities assigned by the Executive Director.

2-106 Authorization of Purchases

1. Requisition Forms or Payment Authorizations: Requisition forms are used to inform the Finance Division of the needs of a particular division and to correctly identify the supplies, equipment or services requested. The purchase requisition forms provide the documentation needed for the Finance Division to prepare the purchase order. Payment authorization forms are used to initiate a payment when purchase orders are not required. These procedures provide a system of authorization and safeguards so that improper, illegal, unnecessary and/or duplicative purchasing is difficult to initiate and conceal.

    a. The requisition form or payment authorization should contain the following information:

        1) date of requisition or authorization;
        2) division, including contact person;
        3) date required;
        4) quantity;
        5) description of item, including technical requirements;
        6) purpose of purchase;
        7) authorized signature;
        8) estimated cost;
        9) source of funds; and
        10) delivery destination.

2. Documentation: All purchases must be documented through the Finance Division and be supported by documentation in compliance with the appropriate fund and these procurement policies.

3. Each purchase requisition or payment authorization must contain the appropriate signatures to certify that the purchase satisfies the appropriate bid procedures, applicable grant requirements or restrictions and that adequate funds have been authorized for the purchase.

4. Each purchase order or payment authorization should contain the following approvals to correspond to the total cost:

Purchase Value	Bidding Requirements	Required Approval
$1,000 or Less	Quotes optional	Division Director, Budget
$1,001 - $3,499	Three Verbal Quotes	Division Director, Executive Director, Budget
$3,500 - $49,999	Three Written Quotes	Division Director, Executive Director, Budget
$50,000 or more for 9-1-1 ACOG only	Formal Competitive Sealed Bids	Division Director, Executive Director, Budget, 9-1-1 ACOG BOD
$50,000 or more	Formal Competitive Sealed Bids	Division Director, Executive Director, Budget, ACOG BOD

5. Payment: Vendor and contractor invoices should be compared to the related purchase order or payment authorization and payment issued only upon verification of accuracy.

2-107 Monitoring of Programs

Division Directors shall, in coordination with the Procurement Administrator, have the responsibility to monitor grant, sub grant funded programs, and procurements. The monitoring system shall:

1. Ensure accountability;
2. Ensure that contract goals and obligations are established in unambiguous terms;
3. Review contractor performance against the statement of work and other contract terms;
4. Require prompt corrective action upon evidence of any violations; and
5. Identify in writing all problems, corrective actions and plans.

PART B: RECORD RETENTION

2-201 Record Retention Policy

1. All procurement-related records must be maintained by ACOG for a period of seven (7) years after the contract is completed, unless a grantor agency requires a longer retention period.

2. If there is litigation, a claim, or if the audit report covering the contract has not been accepted, then the records shall be retained until the resolution of such litigation, claim or audit.
3. At a minimum, records retained shall include but are not limited to:

    a. correspondence, notes and memoranda relating to the procurement, including RFPs, IFBs, and any other procurement form;
    b. notes comparing quotations and relating to the basis for the award, including all negotiations;
    c. any and all documents reflecting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, rating criteria, cost/price analysis forms, cost reasonableness determination and the basis for contract price;
    d. any and all documentation justifying sole source procurements, citing the authorizing authority and the basis for selection of the particular vendor;
    e. a copy of public media advertisements where required;
    f. all documents relating to any protest;
    g. decision letters, notice of award and/or non-selection, fully executed contracts, including amendments/modifications, contract performance evaluations, progress reports, signature authorities, cost or pricing data, payment processing justifications, property and equipment records;
    h. copies of required insurance certificates;
    i. monitoring/audit reports and any other required reports and financial reconciliations; and,
    j. all contract closeout documents and records.

4. In negotiated procurements, records or files for purchases in amounts of $50,000 or more shall reflect, at a minimum:

    a. justification for use of negotiation in lieu of competitive sealed bidding;
    b. the basis for contractor selection; and
    c. the basis for the cost or price negotiation.

ARTICLE III:
SOURCE SELECTION AND CONTRACT FORMATION

PART A: METHODS OF SOURCE SELECTION

3-101 General

Unless otherwise specified by law or program requirements, all contracts shall be awarded by competitive sealed bidding pursuant to federal and state laws, rules and regulations.

1. Exceptions to Competitive Sealed Bidding

    a. Negotiated procurements [see Section 3-202];
    b. Small purchases [see Section 3-204];
    c. Sole source procurement [see Section 3-205];
    d. Emergency procurements [see Section 3-206]; and
    e. Personal, Professional, Planning and Consulting Services [see Section 3-208].

2. Competitive Bidding: Dollar Amounts
    a. Procurements of $50,000 or more require competitive sealed bidding procedures.

3-102 Restrictive Competition Practices Prohibited

1. Prohibited restrictive practices include but are not limited to:

    a. requiring unnecessary experience and excessive bonding;
    b. placing unreasonable requirements on persons in order to qualify to do business;
    c. organizational conflicts of interest;
    d. non-competitive pricing practices between firms;
    e. non-competitive awards to consultants that are on retainer contracts;
    f. "brand name" specifications;
    g. overly restrictive specifications; and,
    h. arbitrary action in the procurement process.

3-103 Contract Types

1. General: The procurement instrument shall be in accordance with Title 74, Section 1003 et al. of the Oklahoma Statutes – "Interlocal Cooperation Act," Title 61, Section 103 of the Oklahoma Statutes, and specific grantor purchasing procurement standards, if any. The instrument shall be appropriate for the particular procurement and for promoting the best interest of the grant program involved.
    a. Fixed price contracts or purchase orders;
    b. Cost reimbursement contracts or purchase orders; and
    c. Incentive contracts.

d. A Cost Plus a Percentage of Cost or Percentage of Construction Cost contract shall **not** be used.

2. Payment

a. Lump Sum upon completion of contract; or
b. Unit Price Basis: Partial payments based upon actual quantity constructed or supplied.

3-104 Independent Cost/Price Analysis

1. ACOG must perform an independent cost or price analysis prior to every procurement action over $3,499, including contract modifications.
(Refer to Independent Cost Analysis and Price Analysis Template in Article IX.)

2. An independent cost estimate is required:

a. when the offeror must submit the elements of his estimated cost for professional, consulting and architectural/engineering services contracts; and,
b. when adequate price competition is lacking, such as sole source procurements, change orders or contract modifications.

3. A price analysis will be used in all procurement actions over $3,499 to determine the reasonableness of the proposed contract price.

4. Procedure

a. The Division Director or his designee must obtain an independent cost or price analysis from:

1) informational telephone solicitations from more than one dependable vendor or source;
2) catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation; or,
3) historical data.

b. A cost reasonableness review is conducted, which includes but is not limited to reviewing:

1) prior experience and effectiveness;
2) line item budget analysis;
3) profit/program income;
4) the amount of the total budget;
5) the amount of the administrative budget;
6) all cost items and salaries;
7) all cost items with respect to relevancy and appropriateness in accomplishing the services provided;
8) travel reimbursement policies; and
9) cost per contract hour.

c. The purpose of the cost reasonableness review is to:

1) assure that all costs are properly allocated and classified;
2) any high or questionable costs;
3) assure that an organization-wide cost allocation plan is provided where the offeror/bidder has multiple sources of funding, if applicable;
4) list any questionable issues of purchase or lease;
5) assure that the cost of audit is covered;
6) review staffing sources and salaries to assure budgetary limitations;
7) assure that staff salaries are properly allocated to administration or training;
8) determine adequacy of staffing for particular activities;
9) list high or questionable staff salaries and benefits;
10) list low cost or unreasonable staffing; and
11) perform a comparative analysis including a comparison of activities and services to be offered, staffing patterns and costs proposed. This analysis may be used to assess the reasonableness of costs through competition, and the reasonableness of proposed cost may be established by performing a comparative analysis of an item or service that is currently available in the local service delivery area, including comparisons with current market rates.

5. A price analysis may be conducted by comparing price quotations submitted or by comparing price quotations with current market prices, considering any discounts. The analysis includes a comparison of prices paid for the same or similar products in the past, as well as the current market rate, including consideration of quantities, production and delivery rates. In-house estimates of cost may also be used.

6. A cost analysis shall include a review, evaluation and verification of each element of cost submitted in the line item budget to determine whether costs are reasonable, necessary and allowable under applicable cost principles. Each cost contributes to the total price. The cost and pricing data is used to evaluate:

a. specific cost elements;
b. the necessity of specific costs;
c. the reasonableness of amounts estimated for the necessary costs;
d. the reasonableness of allowances for contingencies;
e. the basis for allocation of indirect costs;
f. the appropriateness of allocation of indirect costs to the proposed contract; and
g. the reasonableness of the total price.

7. The independent cost or price analysis must be kept as part of the procurement record, even if only included as a memorandum to the file.

PART B: CONTRACT FORMATION

3-201 Competitive Sealed Bidding

1. General. Competitive sealed bidding procedures must be followed:

   a. For procurements costing $50,000 or more.
   b. For all construction, repairs or renovations of a structure, road, highway or other improvement or addition to real property costing more than $25,000.

2. All IFBs must clearly set forth all requirements to be met by the bidder.

3. Competitive sealed bidding requires formal advertising, adequate purchase descriptions, sealed bids and public openings.

4. The award must be to the lowest responsible bidder or to the bidder who provides supplies, equipment or services at the best value for ACOG.

5. IFBs shall clearly set forth all factors to be used in evaluating bids.

6. ACOG may reject any and all bids.

7. For exemptions to Competitive Bidding Requirements, see Section 3-101.

3-202 Negotiated Procurement

1. General.

   a. Procurements may be negotiated if one or more of the following conditions exist which make competitive sealed bidding impracticable, unfeasible or inadequate:

      1) the contract is for personal, professional, planning or consulting services, or for any service to be rendered by a university, college or other educational institution;

      2) public exigency will not permit the delay incident to advertising;

      3) the supply, equipment or service to be procured is available from only one person or firm ("sole source");

      4) the supplies, equipment or services are to be procured and used outside the United States;

      5) no acceptable bids have been received after formal advertising under competitive sealed bidding procedures;

6) the purchases are for highly perishable materials or medical supplies; for supplies, equipment or services where the prices are established by law; for technical items or equipment requiring standardization or interchangeability of parts with existing equipment; for experimental, developmental or research work; for supplies purchased for resale; or for technical or specialized supplies requiring substantial initial investment for manufacture; or,

7) the procurement is for insurance or high-technology products or services.

b. Competition shall be obtained to the maximum extent practicable.

c. The proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations.

d. Negotiation:

1) Results of negotiation shall be documented, especially the reasons for the elimination of a proposal after negotiations.

2) Award must be based upon the weighted evaluation factors set forth in the RFP.

3-203 Competitive Procedures

1. Invitation for Bids/Requests for Proposals

a. IFBs/RFPs shall be based upon clear and accurate descriptions of the technical requirements for the material, good, product, supply, equipment or service to be procured.

1) The description may contain a statement of the qualitative nature of the material, good, product, supply, equipment or service.

2) The description may set forth minimum essential characteristics and standards to which the material, good, product, supply, equipment or service must conform in order to permit its intended use.

b. The description will not contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other salient requirements of a procurement. When so used, the specific features of the named brand which must be met by bidders/offerors should be clearly specified.

c. The solicitation package may include many sections listed below; however, sections may be deleted, added or reorganized to meet the proposal requirements with the approval of the Procurement Administrator.

1) Purpose, goals and/or objectives, including performance standards.
2) Proposal outline with format and sequence for submitting responses.
3) Bidder's conference information.
4) Available funds and source of funds.
5) Solicitation instructions, including requirements for information regarding the bidder's/offeror's:
   i. background and experience;
   ii. accounting system;
   iii. audit/monitoring results;
   iv. program proposal;
   v. detailed budget; and,
   vi. participant schedule/performance.
6) Type of contract: cost reimbursement, fixed price or fixed unit price performance.
7) Closing date and hour for receiving bids/proposals.
8) Address and office of where bids/proposals should be sent.
9) Information on when and where specifications may be reviewed or obtained if not included in the package.
10) A copy of Section 1-113 of this Policy, *Public Access to Procurement Information*.
11) Evaluation factors and weight.
12) Whether the bid will be awarded either to the lowest responsible bidder or to the bidder who provides supplies, equipment or services at the best value for ACOG.
13) Protest procedure.
14) Negotiation rights and requirements with respect to clarifying, explaining and verifying any aspect of a proposal submitted in response to an RFP.
15) Standard Terms and Conditions: those conditions for doing business with ACOG which remain constant for all contracts and purchases, unless specifically deleted. Uniform Commercial Code Standard Terms and Conditions may also be utilized.
16) Special Terms and Conditions: those terms and conditions not always required but that are required for the particular contract or purchase.
17) Onsite testing and inspections.
18) Cost and Pricing, including a price list or line-item pricing, hourly.
19) Technical specifications, if relevant.
20) Statement of Work
21) Delivery Terms
22) Method of Payment

2. Public Notice

a. A short summary of the IFB/RFP shall be published in the local newspaper or a newspaper of general circulation under Legal or Public Notices.

b. The notice must include a description of the item or where the specifications may be obtained; the time and place for receiving and opening bids; name and address of person to receive bids; basis for bid, either lump-sum or unit pricing; method of payment; and any bond requirements.

c. The newspaper notice must be published at least once a week for two consecutive weeks or longer, if deemed necessary by the Executive Director. The date of the first publication must be, at a minimum, before the 14th day before the date of public opening.

d. The solicitation package should be sent to all qualified persons on the Bidders' List. Potential bidders may not be precluded from qualifying during the solicitation period.

3. Opening

a. Bids and proposals must be received by and opened on the date and time specified by the IFB/RFP.

1) Bid/proposal opening is open to the public; and,
2) If no member of the public attends, a member of another division shall act as a witness.

b. Late submissions will **not** be considered for award.

1) Bids/proposals shall be date/time stamped upon receipt.

c. Incomplete bids/proposals must be considered non-responsive, and may not be considered for award unless due to a non-material omission.

1) If the incomplete proposal is due to a non-material omission, ACOG may seek the additional information or waive or correct the non-material omission.

A non-material omission relates to a matter of form, not substance, or an insignificant mistake that may be waived or corrected without prejudicing the other bidders/offerors, i.e., the effect on price, quality, quantity, delivery or other contractual conditions is negligible.

d. All bids and proposals must be sealed with the identification number marked outside the envelope. Only one bid/proposal may be submitted per envelope.

1) An unmarked envelope may be opened to establish it contains a bid, then resealed; and,

2) The unmarked bid will not automatically be eliminated; however, it does violate the integrity of the process.

e. Opened bids/proposals shall be kept available for inspection except as provided in Section 1-113, *Public Access to Procurement Information*.

4. Acceptance and Evaluation

a. IFBs/RFPs must clearly set forth all requirements to be met by the bidder/offeror for evaluation and the weight attached to each factor. (Refer to Sample Evaluation Form in Article IX.) Evaluation factors may include, but are not limited to:

1) price;
2) experience in same or similar programs;
3) demonstrated performance;
4) likelihood of meeting performance goals, cost, quality of training and characteristics of participants;
5) ability to respond in a timely manner (service capacity and response time);
6) past recommendations and performance;
7) safety record;
8) financial stability and resources, including fiscal management capabilities and project budget;
9) quality of supplies, equipment, or services offered;
10) operating characteristics;
11) technical innovations;
12) administrative capability;
13) a review of monitoring reports, goal attainment, and program outcomes; and,
14) any other factors, listed in the IFB/RFP, considered by ACOG as necessary for the procurement.

b. Summary of Bid/Proposal Processing

1) Bids/proposals will be reviewed for completeness, including but not limited to:

(a) verifying all calculations and sums;

(b) extending unit prices to a total price for the requested quantity;

(c) verifying authorized signature;

(d) verifying responsiveness to solicitation specifications - any failures to meet the requirements should be noted, as well as whether such failures disqualify the bid/proposal;

(e) verifying that all samples or testing requirements were satisfied;

(f) evaluating the bid/proposal against the independent cost estimate or desired, ideal system;

(g) evaluating the proposal against the weights assigned in the IFB/RFP;

(h) reviewing the history of the bidder's/offeror's responsibility and demonstrated performance; and,

(i) making recommendations and/or noting areas to be negotiated.

2) The RFP/IFB process must:

(a) require a budget summary to be completed with sufficient detail of costs to enable a cost/price reasonableness analysis;

(b) contain signed statements certifying that the individual signing on behalf of an organization has the authority to submit the proposal and carry out the proposed services;

(c) avoid and protect against giving inappropriate signals regarding an acceptable price;

(d) include a rating method containing:
   i. a value for price reasonableness;
   ii. criteria for judging price reasonableness; and,
   iii. past performance as a quantifiable and criteria-referenced element.

(e) separately rate proposals - rating sheets shall be completed, signed and dated by the reviewing parties and shall be maintained as part of the procurement record;

(f) aggregate individual scores - final awards shall be consistent with dollar value, numerical ratings and category in accordance with the IFB's/RFP's stated intentions; and

(g) document any and all inconsistencies.

5. Negotiations with Responsible Offerors (RFPs Only)

a. Negotiations (written or oral) shall be conducted with all responsible, responsive offerors deemed to be in the competitive range, i.e., have a reasonable chance of being selected for award.

1) The competitive range is determined by a technical evaluation of proposals received based upon the evaluation factors;

2) The review and rating of proposals must be consistently applied to assure equal treatment and arms-length transaction;

3) Data collected in the cost reasonableness review should be used to outline strengths and weaknesses of the proposed budget; and,

4) All changes resulting from negotiation should be documented.

6. Correction or Withdrawal of Bids

a. Correction of Bids/Proposals

1) Bids/proposals may not be altered or amended after the submission deadline. However: before a bid/proposal is opened ACOG may waive a non-material omission or error in the bid/proposal if the omission or error:

(a) relates to a matter of form, not substance;
(b) has merely a negligible effect on price, quantity, delivery or other contractual conditions; and

(c) does not otherwise prejudice the other bidders/offerors.

2) Any alteration or change made to a bid or proposal prior to opening must be initialed by the bidder/offeror's authorized representative guaranteeing authenticity.

b. Withdrawal of Bids/Proposals

1) Unless a bid/proposal contains a material mistake, it may not be withdrawn or canceled by the bidder/offeror, without the written permission of ACOG, for a period of 90 days following the date designated for the receipt of bids. The bidder/offeror so agrees upon submittal of the bid/offer.

2) A bid bond may be required on a public works project or for bids/proposals exceeding $100,000 to ensure that if a bidder/offeror withdraws the bid/proposal after acceptance, ACOG will not suffer a loss.

The IFB/RFP may require the bidder/offeror to furnish a good and sufficient bid bond in the amount of 5% of the total contract price.

7. Rejection of IFBs or RFPs

   a. Any or all bids/proposals may be rejected.

   b. If no bid/proposal is accepted, ACOG may repeat the solicitation process if in ACOG's best interest.

8. Disqualification of Bids or Proposals

   a. The following occurrences, among others, require disqualification of the bid/proposal:

      1) Unsigned or unauthorized signatures on bids/proposals;
      2) Bids/proposals received after the date and time for opening; or,
      3) Bids/proposals where prices are conditioned on award of another bid or are subject to unlimited escalation.

9. Award

   a. The award shall be made to:

      1) Bids: to either the lowest responsible bidder **or** to the bidder who provides supplies, equipment or services at the best value for ACOG.
      2) Proposals: to the responsible offeror whose proposal is the most advantageous to ACOG considering the relative importance of price and other evaluation factors included in the request for proposals.

   b. Notify all unsuccessful bidders/offerors of the award in writing.

10. Certifications

    ACOG requires that interested bidders and proposers comply with the certifications listed below:

    a. Executive Orders 12549 and 12689, Debarment and Suspension, 29 CFR Part 98.5120 and Part 180, certification requirement;

       1) No award may be made at any tier, under a federal assistance program valued at $25,000 or more, to a party who is debarred, suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

b. Prohibition Against Lobbying with Appropriated Funds.

1) No appropriated funds may be expended by the recipient of a federal contract, grant or subgrant, loan or cooperative agreement, valued at $100,000 or more, to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in the awarding, making, entering into, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. Each person who requests or receives a federal contract, grant, loan or cooperative agreement must file a declaration affirming the above.

2) The successful bidder/offeror must certify that he or she has not made a prohibited payment:

(a) upon submission of any request for consideration for award of a federal contract, grant or subgrant, loan or cooperative agreement;

(b) upon receipt of such federal monies unless such a certification was previously filed; and

(c) at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in said declaration.

3-204 Small Purchases

A small purchase is the procurement of supplies, equipment, services, or other property, that costs less than $50,000 in the aggregate.

1. Competitive sealed bidding requirements and competitive procedures do not apply to small purchases. A small purchase procurement requires that price or rate quotations be obtained from an adequate number of qualified sources.

2. ACOG may not split purchases to circumvent the competitive requirements or the $49,999 limit. Split purchases to avoid competitive bidding requirements will be considered an unauthorized purchase and may be disallowed.

3. All local and out of area travel related purchases/expenditures must comply with ACOG's Business Travel Policy and are not subject to the Small Purchases' procedures of this policy.

4. Procedures.

a. Small Purchases (Micro-Purchases) of $1,000 or less:

1) For purchases of $1,000 or less in aggregate, quotes are optional, but advisable.
2) The purchase shall be approved by the Division Director with verification by the Procurement Administrator that the requested acquisition does comply with the approved ACOG budget.
3) Proposed divisional purchases that exceed the approved ACOG budget will require authorization by the Executive Director.
4) All notes of telephone or written solicitations should be made part of the procurement file.
5) An award should be made consistent with the provisions of the ACOG Procurement Policy.

b. Small-Purchases of $1,001 - $3,499:

1) For purchases of $1,001 - $3,499 in the aggregate, telephone, fax or email quotes are permissible.
2) The purchase shall be approved, in writing, by the Division Director and the Executive Director with verification by the Procurement Administrator that the requested acquisition does comply with the approved ACOG budget.
3) Proposed divisional purchases that exceed the approved ACOG budget will require authorization by the Executive Director.
4) Price quotations should be solicited from three (3) or more qualified contractors/suppliers to ensure the price is fair and in line with the current market. (Refer to Cost Quotation Form in Article IX.)
5) The quotations must be recorded, in writing, and made part of the procurement files. All notes of telephone solicitations should be made part of the procurement files.
6) An award should be made consistent with competitive bidding policies and in conformance with maximizing free and open competition.

c. Small Purchases of $3,500 but less than $50,000.

1) For purchases of $3,500, but less than $50,000 in the aggregate, the Division Director must solicit written requests for bids or quotations.

2) Written quotations (including fax and email) must be obtained from three (3) or more qualified contractors/suppliers, if available, to ensure the price is fair and in line with the current market. (Refer to Cost Quotation Form in Article IX.)

3) The Procurement Administrator shall submit quotations to the Executive Director, who shall review them to determine cost reasonableness and to avoid the purchase of unnecessary or duplicative items, and to verify compliance with the approved ACOG budget.

4) Proposed divisional purchases that exceed the approved ACOG budget will require authorization by the Executive Director.

5) The selected quotation, along with those that were not selected, shall be made part of the procurement files.

6) An award should be made consistent with competitive bidding policies and in conformance with maximizing free and open competition.

3-205 Sole Source Procurement

1. Sole source procurement may be used when the award is not feasible under small purchase, competitive sealed bidding or negotiated procurement procedures.

2. Sole source procurement is limited to the following:

   a. in response to public exigency or emergency;
   b. where the item is available from only a single source;
   c. if, after soliciting a number of sources, competition is deemed inadequate after ACOG has demonstrated a good faith effort in soliciting qualified providers through the small purchase, competitive sealed bids or competitive proposal processes; and
   d. is authorized by the grantor agency, if applicable.

3. Procedures

   a. The process may be initiated with a Request for Proposals or telephone solicitations.

   b. The sole source should be required to submit a relatively complete proposal, including a description of the work to be accomplished and a proposed contract price.

   c. Negotiations should be conducted with the sole source to obtain the best possible price.

   d. The negotiations should be documented and retained in the procurement file along with the sole source justification.

4. Approval of Grantor Agency. ACOG must receive prior written approval from the grantor agency:

   a. for a sole source procurement expected to exceed $100,000; or
   b. if the procurement, which is expected to exceed $100,000, specifies a "brand name" product.

3-206 Emergency Procurements

1. A procurement qualifies as an emergency if:

   a. a public calamity requires the prompt purchase of items to provide for public needs or preserve property; or

   b. the item is necessary to preserve or protect the public health or safety of residents; or

   c. the item is made necessary by unforeseen damage to public property; or

   d. the item is necessary to ensure continuity of business functions in response to a disaster or catastrophic event.

2. Procedures.

   a. Procedures set forth in either Section 3-204, regarding small purchases (Micro-Purchases), or Section 3-205 for sole source procurements, should be followed to the extent possible.

   b. All documents relating to the emergency procurement and its justification must be retained in the procurement files.

3. Emergency procurement may be made without competitive bidding.

3-207 State Contract or Cooperative Purchases

1. ACOG shall consider the possibility of entering into intergovernmental agreements for procurement or use of common supplies, equipment or services.

2. ACOG is authorized, under Oklahoma law (Interlocal Cooperation Act), to procure supplies, equipment and services through an approved program of cooperative purchasing which has been certified as having met all applicable laws and regulations for competitive procurement.

3. Examples of cooperative purchasing programs ACOG may utilize include those organizations that have entered into an interlocal procurement participation agreement with the Oklahoma Office of Management and Enterprise Services (OMES), HGAC Buy, Sourcing Alliance, National IPA, or other cooperative purchasing programs, which include state and federal contracts, provided that ACOG purchases the goods and

services in accordance with the cooperative purchasing requirements, then ACOG is deemed to have satisfied state bid laws for the purchase of goods or services.

3-208 Professional, Planning and Personal Services Procurements

1. Definitions:

   a. "Professional Services" are those performed by an independent contractor licensed by state government and include but are not limited to the services of accounting, architecture, land survey, law, medicine, optometry and engineering.
   b. "Planning Services" means services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
   c. "Personal Services" involve a contract in which the independent contractor himself is required to perform the service.

2. Professional Services:

   a. Selection of professional services on the basis of competitive bids is prohibited.

   b. If based upon a competitive bid, the contract is contrary to public policy and void.

   c. Require selection and award based upon demonstrated competence and qualifications to perform the services for a fair and reasonable price.

   d. Contracts should be selected through the use of a Request for Qualifications (RFQ).

      1) The solicitation should track the RFQ process including:
         (a) a statement of qualifications;
         (b) public notice; and,
         (c) describing the services required and outlining in detail the information and data required of each offeror.
      2) Award shall be made to the offeror determined, in writing, to be the best qualified based upon the enumerated evaluation factors and compensation determined to be fair and reasonable.

3. Planning or Consulting Services do not require or prohibit the use of competitive bidding procedures. Negotiated procurement is appropriate for procuring Planning or Consulting Services.

4. Two-tiered Selection Process

   a. ACOG shall select a person capable of performing the service, on the basis of demonstrated competence and qualifications.

   b. ACOG shall enter into negotiation for a contract at a fair and reasonable price.

3-209 Unsolicited Bids or Proposals

1. An unsolicited bid/proposal is any offer/proposal other than one submitted in response to an IFB or RFP.

2. To be considered by ACOG, the unsolicited offer/proposal must:
   a. not be for an item required by law to be competitively bid or proposed;
   b. be in writing; and,
   c. meet the sole source procurement standards.

3. If an unsolicited bid/proposal meets the requirements of subsection 2. above, the Procurement Administrator shall determine its utility and benefit to ACOG.

3-210 Unlawful Solicitations and Awards

A contract awarded in violation of ACOG's Procurement Policy or otherwise in violation of the law is void.

3-211 Lease/Purchase Agreements

The leasing of property and/or equipment is encouraged in lieu of purchasing where leasing is the most economical procurement approach. This Policy applies to lease or lease/purchase procurement.

3-212 Federal Excess or Surplus Property

ACOG is encouraged to use Federal excess and surplus property in lieu of purchasing new property whenever feasible and for the purpose of reducing procurement costs.

ARTICLE IV:
MODIFICATION AND TERMINATION OF CONTRACTS

4-101 Modification and Change Orders

1. Definitions

   a. "Change Order" means a written order signed by the Division Director directing the contractor to make changes authorized by the changes clause of the contract. (Refer to Contract Modification and Change Order Approval Form in Article IX.)

   b. "Modification" means any written alteration in specifications, delivery point, rate of delivery, period of performance, quantity or other provisions of the contract as well as any associated price adjustments, accomplished by mutual action of the parties to the contract. (Refer to Contract Modification and Change Order Approval Form in Article IX.)

2. All modifications or changes to the contract must be in writing.

   a. For an increase or decrease in the contract price of $5,000 or less, the Procurement Administrator may approve the change order. For an increase of more than $5,000, the Executive Director must approve the change order.

   b. The original contract price may not be increased by more than 25% unless the change order is necessary to comply with a federal or state statute, rule, regulation or judicial decision enacted, adopted or rendered after the contract was made.

   c. The original contract price may not be decreased by more than 25% without the contractor's written consent.

   d. Total contract price may not be increased unless the cost of the change can be paid from available funds.

3. If a modification requires a new solicitation, the contract must be terminated and a new solicitation issued.

4. Requirements to Recompete

   a. ACOG must recompete if the modification results in the procurement of equipment, supplies or services that:

      1) are materially different from that for which competition was held;

      2) result in a change in the terms or conditions of a contract that interferes with or defeats the purpose of competitive procurements; or

      3) is tantamount to an unjustified sole source procurement.

b. To determine whether the modification is outside the scope of the RFP/IFB, and thus violates subsection a. above, the Procurement Administrator must review:

1) the language of RFP/IFB;

2) the instructions to offerors/bidders;

3) the content and weighting of evaluation factors;

4) the preliminary efforts required before the contractor can begin work;

5) whether the Statement of Work must be amended to include the modification;

6) the cost or value of the modification in relation to the original contract price;

7) whether a substantial extension of time is required; and,

8) whether the modification was in connection with the work contemplated or specified by the contract.

c. Improper Justifications for Modification:

Making an award with the intent to change contract specifications by a subsequent modification, i.e., ACOG may not make an award when the Division Director knows or should know it is not based on the conditions under which the performance will occur and will thus require a modification.

4-102 Termination of Contracts

1. General

a. A contract may be terminated because of circumstances beyond the contractor's control, for default and for convenience.

b. The termination for convenience clause must include the termination procedure and the basis for settlement.

2. Termination for Default

a. ACOG may terminate a contract, in whole or in part, when it has determined that the contractor has violated any material provision of this contract.

b. Grounds for default include, but are not limited to:

1) failure to perform pursuant to the terms and conditions of the contract; and
2) violation of applicable law.

c. The termination for default clause must be included in all contracts.

ARTICLE V:
RESOLUTION OF CONTROVERSIES

5-101 Protest of solicitations and awards

1. Protest in Writing

An unsuccessful bidder/offeror/quoter may protest the procurement process by following this procedure. The protest must be made within five business days of the date the basis of the protest to the procurement process became known or should have become known to the protester, whichever is earlier. The protest must be submitted in writing to ACOG, to the attention of the contact person, and identify and be signed by the protester. The protest must identify the bid/proposal/quote or contract award or both being protested and must specifically describe the basis for the protest, including, if relevant, the qualifications of the winning bidder/offeror/quoter; the suitability of the supplies, equipment, or services offered; alleged irregularities in the procurement process; citation to each law or policy allegedly violated; and all additional, pertinent information regarding the procurement process.

2. Action Following Protest

Upon receipt of the written protest, ACOG shall furnish a copy of the protest to all of the other bidders/offerors/quoters and suspend the procurement process until the protest is resolved. ACOG shall also suspend award of the contract, or its performance if already awarded, until the protest is resolved unless (1) there is a bona fide emergency justifying the immediate award or the start of performance or completion of the contract; or (2) federal or state law requires award or completion of the contract by a particular date.

3. Informal Resolution of Protest

Upon receipt of the written protest, the contact person shall communicate in writing with the protester within three business days after receipt and attempt to resolve the protest informally. If the protest cannot be informally resolved between the contact person and protester within three business days after the contact person's first written communication with the protester, the protester may request the Executive Director to decide the protest. The request must be in writing and be received by the Executive Director within three business days after the last written communication between the contact person and protester. The contact person shall summarize the efforts to resolve the protest, and recommend a decision on the protest, in a memorandum to the Executive Director, which shall be marked "Confidential – Intragency Memorandum" on each page, and forward the complete procurement file to the Executive Director.

4. Decision by Executive Director on Protest

Upon receipt of the request, the Executive Director, or her or his designee appointed in writing to act for the Executive Director on the protest, shall decide the protest. The Executive Director (or designee) shall review the entire procurement file and may interview ACOG employees and communicate in writing with the protester and others with information about the procurement process and contract award (if made). The Executive Director shall decide the protest within 10 business days following receipt of the request. The decision must be in writing, signed by the Executive Director, and a copy of the decision furnished to the protester and to all of the other bidders/offerors/quoters for the procurement. The Executive Director's decision on the protest is final unless the protestor is permitted to appeal to the ACOG Executive Committee.

5. Appeal to ACOG Executive Committee

a. The Executive Director may permit appeal of the Executive Director's decision denying the protest to the ACOG Executive Committee if the protester requests the appeal in writing and the request is received by the Executive Director within five business days following the date of the decision. In deciding whether to permit the appeal, the Executive Director shall consider the dollar amount of the bid/proposal/quote or contract award and the cost to ACOG of delaying the award or performance of the contract; the protester's good faith in requesting the appeal; the seriousness of the alleged violation of ACOG's Procurement Policy or applicable law; the novelty of the protest; and any other factors relevant to the Executive Director's decision denying the protest. The Executive Director's decision to permit or reject appeal to the ACOG Executive Committee must be in writing, made within five business days following receipt of the protestor's request, and shall be furnished to the protester and to all of the other bidders/offerors/quoters for the procurement.

b. The decision of the ACOG Executive Committee on the appeal is final unless the protester files suit challenging the decision, in a court of competent jurisdiction in Oklahoma County, Oklahoma, within 15 business days following the date of the decision.

6. Action Following Final Decision on Protest

   a. If the Executive Director denies the protest, and there is no timely appeal or court challenge, the procurement process shall resume and the contract awarded or the award confirmed if already made before the protest was received. If the Executive Director sustains the protest, or the appeal or court challenge is successful, the ACOG Board of Directors shall revoke the contract award (if made), reject all the bids/proposals/quotes, and solicit new bids/proposals/quotes if in ACOG's best interest.

   b. After the protest is finally resolved, ACOG shall notify the grantor agency, if any, of the details of the protest.

7. For 9-1-1 ACOG solicitations and awards, the protest process, as described above, will be followed in the same manner with the exception that the appeal will be to the three officers of the 9-1-1 ACOG Board of Directors rather than the ACOG Executive Committee. Likewise, any action to revoke the contract (if made), reject all the bids/proposals/quotes, and solicit new bids/proposals/quotes will be made by the 9-1-1 ACOG Board of Directors.

ARTICLE VI:
SMALL, DISADVANTAGED, MINORITY, WOMEN-OWNED BUSINESSES, HISTORICALLY UNDERUTILIZED BUSINESSES, AND VETERAN-OWNED SMALL BUSINESSES:
FEDERAL ASSISTANCE OR CONTRACT PROCUREMENT REQUIREMENTS

PART A: POLICIES

6-101 Policy Statement

It shall be the policy of ACOG to assist small, DBE, MBE, women-owned businesses, HUB, and veteran-owned small businesses in learning how to do business with ACOG. It shall be the further policy of ACOG that these sources shall have the maximum feasible opportunity to compete.

6-102 Bidder/Offeror Statement

Every solicitation for procurement must require that each bidder or offeror include a statement that the bidder or offeror will comply with this Policy.

6-103 To ensure that ACOG's policy to assure that small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses are utilized, ACOG and its contractors and subcontractors should take the following affirmative steps:

1. Include qualified small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses on the Bidders' List. State lists may be utilized to locate such businesses by contacting the General Services Commission;

2. Assure that small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses are solicited whenever they may be potential sources. In this regard, ACOG should investigate new sources and advertise when feasible in minority publications;

3. When economically feasible, and where not in contravention of competitive bidding requirements, ACOG should divide the total requirements into smaller tasks or quantities so as to permit maximum small, MBE, DBE, women-owned businesses, HUB, and veteran-owned small businesses participation;

4. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, the Minority Business Development Agency in the Department of Labor, the Oklahoma Department of Commerce and other similar agencies for locating such businesses;

5. Require that prime contractors take affirmative and meaningful steps towards retaining small, MBE, DBE, women-owned businesses, HUB, and veteran-owned small businesses subcontractors;

6. Procure goods and services from labor surplus areas;

7. If feasible, establish delivery schedules that encourage small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses to participate; and,

8. Advertise, at least annually, in a newspaper of general circulation for small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses to be added to the Bidders' List.

6-104 For such affirmative steps to be meaningful, ACOG should review all solicitations, offers and bids to confirm that such affirmative action steps have been taken. In addition, steps should be taken to ensure that once a contract is awarded to a small, MBE, DBE, women-owned businesses, HUB, and/or veteran-owned small businesses or that the award is given to a contractor with such a subcontractor, that such business is retained during the entire performance of the contract.

6-105 Failure of a contractor to take meaningful affirmative steps at soliciting and retaining small, MBEs, DBEs, women-owned businesses, HUB, and veteran-owned small businesses may be considered as a factor in evaluating future bids under non-compliance with public policies; however, this factor may not be a consideration in procurements involving purely state or local funds as Oklahoma law requires awards to be made to the lowest responsible or best value bidder.

6-106 For procurements costing more than $3,499 but less than $50,000 the Division Director shall contact at least two HUBs on a rotating basis, based on information provided by the Small Business Administration (SBA) Dynamic Small Business Search (http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm) . If the search tool fails to identify a historically underutilized business in the area, ACOG is exempt from this section.

ARTICLE VII:
CONFLICT OF INTEREST

PART A: STANDARD OF CONDUCT

7-101 Elected Officials and Executive Staff

The following information outlines conflict disclosure filing requirements for elected officials and chief executive officers of ACOG. There are also disclosure requirements for those seeking to do business with ACOG.

1. Conflict Disclosure Filing

   ACOG Board of Directors members, 9-1-1 ACOG Board of Directors members, the Executive Director and Division Directors are required to file a conflicts disclosure statement (Refer to Form CIS in Article IX) when the official becomes aware that ACOG has a contractual or business relationship or is considering such a relationship and:

   a. The person has a business or employment relationship with the official; or
   b. The person has a business or employment relationship with a family member of the official, within the first degree of consanguinity; or
   c. The person has given the official or the official's family a gift, excluding food, lodging, transportation or entertainment, with a total value of $250 or more within the preceding twelve months.

2. Vendor and Consultant Disclosures

   All vendors or consultants contracting or seeking to contract with ACOG for the sale or purchase of property, goods, or services of $50,000.00 or more must file a conflict of interest questionnaire with ACOG within seven (7) days of submitting (a) bid, RFP, proposal or other document relating to a potential agreement with ACOG or (b) entering into contract negotiations with ACOG.

7-102 Conflict of Interest Questionnaire

1. The completed *Questionnaire* (Refer to Form CIQ in Article IX) must be delivered to ACOG's Procurement Administrator not later than the seventh (7th) business day after the vendor or contractor becomes aware of facts that require filing the *Questionnaire*. The *Questionnaire* form, which describes the filing requirements of ACOG, is available in ARTICLE IX of this document and the names of the members of ACOG's Board of Directors, 9-1-1 ACOG Board of Directors, its Executive Director, and Division Directors are available on ACOG's website, www.acogok.org. Vendors and consultants that do not include the form with the response, and fail to timely provide it, may be disqualified from consideration by ACOG.

2. If an ACOG Board of Directors member or a 9-1-1 ACOG Board of Directors member is named in a *Questionnaire* filed by a vendor or contractor, the Procurement Administrator shall promptly inform the Executive Director who shall explain to the member his or her duty, if required, to complete and file with ACOG's Procurement Administrator the *Local Government Officer Conflicts Disclosure Statement* (Refer to ARTICLE IX) by 5 p.m. of the seventh business day after receiving the Executive Director's explanation. If the Executive Director or a Division Director is named in a *Questionnaire*, the Procurement Administrator shall promptly notify the individual so named who shall complete and file the *Statement,* if required, by 5 p.m. of the seventh business day after receiving the notice.

3. An ACOG Board of Directors member, 9-1-1 ACOG Board of Directors member, or ACOG employee who files a *Statement* under this section must abstain from discussing, explaining, lobbying for, rating, scoring, recommending, or approving a procurement from a current or prospective vendor or contractor named in the *Statement*.

7-103 Employees and Agents

1. No employee or agent of ACOG shall participate in the negotiation, evaluation, selection, discussion, award or administration of a contract or procurement supported by public funds if a conflict of interest, either real or apparent, would be involved. An employee or agent of ACOG shall at all times avoid the appearance of impropriety.

2. A conflict arises when a ACOG employee or agent, or any member of his/her immediate family, a partner or a person or an organization which employs or may employ in the near future any of these individuals, has a financial or other substantial interest in any entity which may be considered for the award.
   a. "Immediate family" means to refer to any person related within the second degree of affinity (marriage) or within the third degree of consanguinity (blood) to the party involved.
   b. "Substantial interest" for purposes of this section, means the person
      1) owns 10% or more of the voting stock or shares of the entity; or
      2) 10% or more or $15,000 or more of the fair market value of the entity; or
      3) received funds from the entity in excess of 10% of the person's gross income for the previous year; or
      4) is related to an employee or agent in the first degree of consanguinity or affinity.

3. No employee or agent of ACOG shall demand, agree, accept or solicit gratuities, favors or anything of monetary value from contractors, potential contractors, bidders, offerors or parties to sub-agreements. No contractor, bidder, offeror or party to a sub-agreement shall offer or tender anything of monetary value to any employee or agent of ACOG.

7-104 Course of Conduct in the Event of a Conflict

In the event of a real or apparent conflict of interest, as set forth above, the affected employee or agent must adhere to the following procedures:

1. Sign a declaration of a possible conflict of interest. A declaration must also be made on the record where:

    a. the agent, employee or immediate family member is a board member of a bidder, offeror or proposer;
    b. the agent or employee is voting on an indirect affirmation of a contract relationship, such as on the job training plan; or
    c. the agent or employee is voting on a rival proposal, though there is no direct competition.

2. If applicable, abstain from voting on any procurement action:

    a. where the employee or agent directly represents an organization, or may receive a direct financial benefit; or
    b. where the employee or agent is in direct competition with a proposal or bid which would provide a direct financial benefit.

3. Abstain from participating in the procurement process, which includes but is not limited to discussions, lobbying, rating, scoring, recommending, explaining or assisting in the design or approval of the procurement process:

    a. on contracts with the organization he/she represents or from which he/she receives a direct financial benefit; or
    b. on contracts with organizations in which a family member might realize a direct financial benefit.

PART B: VIOLATIONS AND REMEDIES

7-201 An employee's violation of the provisions of Conflicts of Interest/Business Ethics in the Personnel Policies in ACOG's Employee Handbook, which regulate conflict of interest, constitutes misconduct and subjects the violator to discipline and to all penalties prescribed by law.

7-202 A contract or grant made in violation of Conflicts of Interest/Business Ethics in the Personnel Policies in ACOG's Employee Handbook is voidable.

7-203 Appropriate sanctions, penalties or disciplinary actions shall be applied for violations. Violations of state or federal law shall be referred to the proper authority having jurisdiction over same.

ARTICLE VIII:
AUDITS

8-101 Independent Audit Requirements

1. ACOG must have an audit conducted in accordance with the Single Audit Act of 1984, as amended, and the federal Uniform Grant Guidance 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

2. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards.

3. When ACOG subgrants $750,000 or more in a fiscal year to a subgrantee, ACOG shall:

    a. determine whether the subgrantee has met the state or federal requirements as appropriate and ensure that prompt corrective action is taken in the event of material non-compliance;

    b. if no audit is conducted by the subgrantee, determine if expenditures are in accordance with applicable laws and regulations and ensure prompt corrective action is taken in the event of material non-compliance; and,

    c. require each subgrantee to permit independent auditors to have access to all records and financial statements, as a condition of receiving funds.

ARTICLE IX:
FORMS/TEMPLATES

Independent Cost Analysis

Project Name:_____

Project Description:_____

_____

_____

An independent cost analysis must be performed prior to every procurement action over $3,499, including contract modifications (see Section 3-104 for additional information).

Project Detail:

Procurement Type:	**Date Analysis Completed:**	**Date of Project Completion:**
☐ Materials & Supplies ☐ Professional Services ☐ Architecture &/or Engineering ☐ Construction ☐ Facility Repair/Renovation ☐ Other: _____	**Procurement Threshold:** ☐ Small Purchase $3,500 < $50,000 ☐ Request For Proposals (RFP) ☐ Invitations For Bid (IFB) ☐ Other: _____ ☐ Sole Source ☐ Change Orders ☐ Contract Modification	**Project funding Source:** ☐ State Funding ☐ Federal Funds ☐ CFDA # _____ ☐ Combination of Funding Sources: ☐ State: _____ ☐ Federal _____ ☐ **Other:** _____
	Contract Type: ☐ Fixed Price Contract ☐ Cost Reimbursement Contract ☐ Incentive Contracts	Grant #: _____ Grant Period: _____

Procurement Costs: (Report Units **OR** Budget Amount)

# of Units: _____ **Cost per Unit:**_____ **Total Cost: $**_____	**Estimated Budget: (Lump sum method)** **$**_____

Analysis has been developed as follows (check all that apply):

☐ Published catalog or price list (attach pertinent catalog or price list pages – copy page and attach).

☐ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and any pertinent documents (i.e.: dates of awards, etc.)). _____

☐ Informational telephone solicitations from more than one dependable vendor or source

☐ Other (specify) _____

_____ _____

Division Director Date

Independent Cost Analysis

Cost Estimate Details. Details for the estimated price/cost identified are shown below (complete Section A or B).

A

Cost of Goods				
Vendor/Cost Source	Product	Unit Cost ($/ea) Delivered	Unit Cost ($/ea) No Freight	Notes

B

Cost of Services, Repairs, or Non-Standard Items								
Item/Task:								
Vendor/Cost Source	Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead/Fringe	G&A	Profit	Total

NOTE: For complex projects or tasks, attach additional supporting documentation, as appropriate.

Presented with this analysis is my: ☐ Scope of Work ☐ Request for Quotes Notice ☐ Request for Proposals

☐ Invitations for Bid ☐ Other:_____

Price Analysis Template

Project Name:_____

Project Description:_____

_____

_____

A price analysis must be performed prior to every procurement action over $3,499, including contract modifications (see Section 3-104 for additional information).

The information compiled by a price analysis includes:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the submitted proposal(s)/bid(s) is deemed to be fair and reasonable based on the following type of analysis:

☐ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)

☐ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Consumer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record.)

☐ Other (specify) _____

Summary Matrix:

Item	Proposed Pricing	Average Market Price	Competitor A	Competitor B	Historical Data	Other

_____ _____

Division Director Signature Date

Sample Evaluation Form

This is a tool to assist in evaluating the various proposals from interested firms in performing your project. This is a sample tool, so customize the form and factors based on each project unique needs. For a complete listing of evaluation factors, see Section 3-203, 4.

Evaluation Factor	Points	Competitor A	Competitor B	Competitor C	Comments
Experience in same or similar projects	**20 Points Max**				
Technical Innovations	**30 Points Max**				
Past recommendations and Performance	**15 Points Max**				
Pricing of the Project	**35 Points Max**				
Total Points	**100 Points Max**				

Circle the high score above then sign and date below.

Signature:_____ **Date:**_____

SAMPLE

Click here to open the fillable Cost Quotation Form.

COST QUOTATION FORM acog

DESCRIBE GOODS/ SERVICES BEING PURCHASED:

QUOTE #1

DATE: _____ **ACCEPTED QUOTE:** ☐

VENDOR: _____ CONTACT: _____

CONTACTED BY: PHONE ☐ EMAIL ☐ FAX ☐ OTHER ☐ _____

QUOTE AMOUNT: _____

ADDITIONAL INFORMATION: _____

QUOTE #2

DATE: _____ **ACCEPTED QUOTE:** ☐

VENDOR: _____ CONTACT: _____

CONTACTED BY: PHONE ☐ EMAIL ☐ FAX ☐ OTHER ☐ _____

QUOTE AMOUNT: _____

ADDITIONAL INFORMATION: _____

QUOTE #3

DATE: _____ **ACCEPTED QUOTE:** ☐

VENDOR: _____ CONTACT: _____

CONTACTED BY: PHONE ☐ EMAIL ☐ FAX ☐ OTHER ☐ _____

QUOTE AMOUNT: _____

ADDITIONAL INFORMATION: _____

CONTRACT MODIFICATION AND CHANGE ORDER APPROVAL

(see instructions for additional information)

Section 1. General Information

Project Name		Date (mm/dd/yy)	Change Order No.
Business Name			
Project Contact	**Phone**	**Email**	**Fax**

Section 2. Affected Areas

Check all that apply.			
☐ Project Start Date	☐ Project End Date	☐ Contract Amount	☐ Scope of Work
☐ Technology	☐ Deliverables/Outcomes	☐ Roles/Responsibilities	☐ Other_____

Section 3. Change Summary

Original Start Date (mm/dd/yy)	Original End Date (mm/dd/yy)	Revised Start Date (mm/dd/yy)	Revised End Date (mm/dd/yy)	Original Contract Amount	Previously Authorized Changes Amount	Previously Approved Contract Amount	This Change Order Amount	Revised Contract Amount
				Percent Change to Contract Amount				

Section 4. Justification Summary

Section 5. Signature

Division Director _____ Date _____

Procurement Administrator _____ Date _____

Executive Director _____ Date _____

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

This is the notice to ACOG or 9-1-1 ACOG the following local government officer has become aware of facts that require the officer to file this statement in accordance to ACOG's Conflict of Interest Policy.

Office Use Only
Date Received
_____

1. **Name of the Local Government Officer**

2. **Office Held**

3. **Name of vendor described by Section 7-101(1) and Section 7-103(1) of ACOG's Conflict of Interest Policy.**

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5. **Lists gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 is $250 or more during the preceding 12-month period described by Section 7-101(1)(c).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6. **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member of this local government officer. I also acknowledge that this statement covers the preceding 12-month period.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP/SEAL ABOVE

Signed and sworn to before me on this _____ day of _____, 20 _____ by _____.

_____ My Commission Expires: _____ My Commission # _____
Notary Public

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 7-101(1) and Section 7-103(1) of ACOG's Conflict of Interest Policy (Local Government Code) requires certain local government officers to file this form. A "local government officer" is defined as an ACOG Board of Directors member, a 9-1-1 ACOG Board of Directors member, the Executive Director and Division Directors who participates in the negotiation, evaluation, selection, discussion, award or administration of a contract or procurement supported by public funds. This form is required to be filed with ACOG's Procurement Administrator by 5 p.m. of the seventh business day after the date on which the officer becomes aware of facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates 7-101(1) and 7-103 of ACOG's Conflict of Interest Policy.

Refer to Article VII Conflict of Interest of ACOG's Procurement Policy for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbers on the first page.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.

2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.

3. **Name of vendor described by Section 7-101 and Section 7-103 of ACOG's Conflict of Interest Policy.** Enter the name of the vendor described by Section 7-101(1), if the vendor: a) has a business or employment relationship with the local government officer or family member of the officer as described by Section 7-101(1)(a-b) and Section 7-103(2)(a); b) has given to the local government officer or a family member of the officer a gift with a total value of $250 or more within the preceding twelve months as described by Section 7-101(1)(c); or c) has a financial or other substantial interest with the local government officer or family member of the officer as described by Section 7-103(2)(b).

4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 7-101(1)(a-b) and Section 7-103(2)(a) and has a financial or other substantial interest with the local government officer or family member of the officer as described by Section 7-103(2)(b).

5. **Lists gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 is $250 or more during the preceding 12-month period.** List gifts accepted during the preceding 12-month period with a value of $75 or more per event with a total value of $250 or more; or any food, lodging, transportation or entertainment without the donor being present; or transportation and lodging for other than events related to official duties as described by Section 7-101(1)(c) and ACOG's Personnel Handbook.

6. **Affidavit.** Notarized signature of local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing, or seeking to do, business with local governmental entity

(Instructions for completing and filling this form is provided on the next page.)

Office Use Only
Date Received
_____

This questionnaire is being filed in accordance with ACOG's Conflict of Interest Policy, by a vendor who has, or is seeking, a business relationship with ACOG or 9-1-1 ACOG (local government entity).

The completed Questionnaire must be delivered to ACOG's Procurement Administrator not later than the seventh (7th) business day after the vendor or contractor becomes aware of facts that require the statement to be filed.

A vendor that does not provide a timely completed questionnaire will be disqualified from consideration by the local government entity.

1. **Name of vendor who has a business relationship with the local government entity.**

2. ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (If the originally filed questionnaire is incomplete or inaccurate, an updated questionnaire must be filed not later than the 7th business day after the date in which you became aware of the inaccuracy or incompletion.)

3. **Name of local government Board member or Executive staff member (Officer) about whom the information is being disclosed.**

_____
Name of Officer

4. **Describe each employment or other business relationship with the local government officer, or a family member of the officer. Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relations described. Attach additional pages to this Questionnaire as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer and the taxable income is not received from the local government entity?

☐ Yes ☐ No

5. **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds a substantial interest of 10% percent or more of the voting stock or shares, or $15,000 or more of the fair market value of the entity. Attach additional pages to this Questionnaire as necessary.**

6. ☐ Check this box if the vendor has given the local government officer or a family member of the officer a gift of $75 or more per event or with a total value of $250 or more within the preceding twelve months; or any food, lodging, transportation or entertainment without the donor being present; or transportation and lodging for other than events related to official duties.

7. _____ _____
Signature of vendor doing business with the government entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing, or seeking to do, business with local governmental entity

Section 7-101(2) of ACOG's Conflict of Interest Policy requires all vendors or consultants contracting or seeking to contract with ACOG or 9-1-1 ACOG for the sale or purchase of property, goods, or services of $50,000 or more must file a conflict of interest questionnaire with ACOG within seven (7) days of submitting (a) bid, RFP, proposal or other document relating to a potential agreement or (b) entering into contract negotiations.

The completed Questionnaire must be delivered to ACOG's Procurement Administrator not later than the seventh (7th) business day after the vendor or contractor becomes aware of facts that require the statement to be filed. A vendor or consultant that does not provide a timely completed questionnaire will be disqualified from consideration by the local government entity (Section 7-102(1)).

For more detail information, a copy of the Conflict of Interest Policy (Article VII) can be found in ACOG's Procurement Policy on ACOG's website, www.acogok.org.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbers on the first page.

1. **Name of vendor who has a business relationship with the local government entity.** The business representative or owner will enter the name of the business who is doing, or seeking to do, business with the local governmental entity.

2. **Check the box if you are filing an update to a previously filed questionnaire.** If the originally filed questionnaire is incomplete or inaccurate, an updated questionnaire must be filed not later than the 7th business day after the date in which the vendor became aware of the inaccuracy or incompletion.

3. **Name of local government Board member or Executive staff member (Officer) about whom the information is being disclosed.** Enter the name of the Board member or Executive staff member described in Section 7-101(1), an ACOG or a 9-1-1 ACOG Board of Directors member, the Executive Director and Division Directors who participates in the negotiation, evaluation, selection, discussion, award or administration of a contract or procurement supported by public funds.

4. **Describe each employment or other business relationship with the local government officer, or a family member of the officer. Also describe any family relationship with the local government officer.** Describe each employment or other business relationship with the local government officer, or a family member of the officer as described in Section 7-101(1)(a-c). Attach additional pages if necessary.

5. **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds a substantial interest of 10% percent or more of the voting stock or shares, or $15,000 or more of the fair market value of the entity.** Describe the employment or business relationship in which the local government officer has substantial interest as describe in Section 7-103(2)(b)(1-4).

6. **Check the box if the vendor has given the local government officer or a family member of the officer a gift of $75 or more per event or with a total value of $250 or more within the preceding twelve months; or any food, lodging, transportation or entertainment without the donor being present; or transportation and lodging for other than events related to official duties.** Refer to Section 7-101(1)(c) and ACOG's Personnel Handbook for complete details.

7. Business representative or owner signature and date.

ARTICLE X:
POLICY PROCUREMENT ADDENDUMS

FEDERAL TRANSIT ADMINISTRATION

Federally Required for Solicitation: Provisions, Certifications, Reports, Forms and Other Matrices When Using Grant Funds

PROVISIONS,CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 2.f
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 3.f
Access to Third Party Contract Records		§ 15.t
Changes to Federal Requirements		§ 2.c(1)
Civil Rights (Title VI, ADA, EEO (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.d
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 15.a
Awards Exceeding $10,000		
Terminations	If 49 CFR Part 18 applies.	§ 11 and § 15.a, which incorporate 49 CFR Part 18
Special EEO provision for construction contracts	If 49 CFR Part 18 or Part 19 indicate that the DOL EEOC regulations at 41 C.F.R. Chapter 60 apply.	§ 15.a, which incorporates 49 CFR Part 18 and Part 19
Awards Exceeding $25,000		
Debarment and Suspension		§ 3.b
Awards Exceeding the Simplified Acquisition Threshold ($100,000) (As of February 2011, OMB has not to date adopted the FAR clause 2.101 $150,000 standard for grants.)		
Buy America	When tangible property or construction will be acquired.	§ 14.a
Resolution of Disputes, Breaches, or Other Litigation		§ 56
Awards Exceeding $100,000 by Statute		
Lobbying	OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 3.d
Clean Air		§ 25.b
Clean Water		§ 25.c

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 14.b
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 14.c
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding $2,000.	§ 24.a(1)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding $100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 24.a(2)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding $2,000.	§ 24.a(3)
Bonding for Construction Activities Exceeding $100,000	5% bid guarantee bond. 100% performance bond. Payment bond equal to: – 50% for contracts < $1M. – 40% for contracts >$1M – < $5M. – $2.5M for contracts > $5M.	§ 15.o(1)
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.e
Nonconstruction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding $100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 $150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 32.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 32.b

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(17) 10-1-2010)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States	.	§ 38
Miscellaneous Special Requirements		
Energy Conservation		§ 26
Recycled Products	Contracts when procuring $10,000 or more per year of items designated by EPA.	§ 15.k
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 15.m
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.g
Assignability Clause	Procurements through assignments.	§ 15.a, which incorporates 49 CFR Part18 and 49 CFR Part 19

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.	>$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects)	All	All	All>$10,000	All	All
Special DOL EEO clause for construction projects				>$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>$25,000	>$25,000	>$25,000	>$25,000	>$25,000
Buy America			>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.	>$100,000 As of Feb. 2011, FTA has not adopted the FAR 2.101 $150,000 standard.
Resolution of Disputes, Breaches, or Other Litigation	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Lobbying	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Air	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Clean Water	>$100,000	>$100,000	>$100,000	>$100,000	>$100,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding $2,000)

TYPE OF PROCUREMENT					
PROVISION	**Professional Services/A&E**	**Operations/ Management**	**Rolling Stock Purchase**	**Construction**	**Materials & Supplies**
Davis-Bacon Act				>$2,000 (also ferries).	
Contract Work Hours and Safety Standards Act		>$100,000 (transportation services excepted).	>$100,000	>$100,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				 All > $2,000 (also ferries).	
Bonding				$100,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items $10,000 or more annually.		EPA-selected items $10,000 or more annually.	EPA-selected items $10,000 or more annually.
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with a major changeover changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron or manufactured products exceeding $100,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding procurements exceeding $100,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: -10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards Preaward Review and Post Delivery	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding $100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 $150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding $100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 $150,000 simplified acquisition threshold standard.

PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		49 CFR § 18.36(b)(2) 49 CFR § 19.47
Record of Procurement History		49 CFR § 18.36(b)(9) 49 CFR § 19.47
Protest Procedures		49 CFR § 18.36(b)(12)
Selection Procedures		49 CFR § 18.36(c)(3)
Cost/Price Analysis		49 CFR § 18.36(f) 49 CFR § 19.45
Justification for Noncompetitive Awards	If Applicable.	49 CFR § 18.36(b)(9) by implication 49 CFR § 19.46(b)
No Excessive Bonding Requirements		49 CFR § 18.36(h) 49 CFR § 19.48(c)(5)
No Exclusionary Specifications		49 U.S.C. § 5325(h)
No Geographic Preferences	Except for A&E Services	49 CFR § 18.36(c)(2)