

# Regulations

Vendors wishing to do business with the County should be included on the "Bidder's List" which is maintained by BidNet. All vendors are eligible for consideration. Vendors wishing to be added to Oklahoma County's "Bidder's List" can subscribe by calling BidNet at 1-800-835-4603.

## Removal From Bidder's List

### Removal / Suspension

The Purchasing Agent may remove any vendor on the "Bidder's List" for such period of time as is deemed necessary by the Purchasing Director.

### Cause for Removal / Suspension

The following shall be deemed sufficient grounds for removal, suspension, or cancellation of contract:

- 3 consecutive failures to respond to the Notice to Bid
- Failure to post satisfactory performance bond when required
- Consistent failure to conform to contract specifications
- Failure to make timely delivery
- Failure to keep bid firm for the time specified on the Notice to Bid
- Collusion with others to restrain competitive bidding
- Bankruptcy or other evidence of insolvency of the bidder
- Giving false or misleading information to register or to submit a bid
- Any violation of these rules and regulations or other evidence indicating the vendor is no longer qualified to do business with the county

Notice of removal or suspension may be appealed in writing within 5 working days after notice of removal or suspension.

# Procedures

### Bid Selection

If no bids are received and a new bid is not issued, the Purchasing Director may solicit telephone quotes from three or more vendors selected at random and select the lowest and best bid.

## **Formal Requirements on Bid Form**

Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink. This form must be made out in the name of the bidder and must be properly executed by an authorized person, in ink, and notarized with full knowledge and acceptance of all provisions. Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the lower left corner of the single envelope, package, or container. Bid Number and Bid Opening Date Must Appear on the Face of the Single Envelope, Package, or Container.

# **Principles**

- All purchases are made legally and with integrity.
- The needs of agency customers, citizens, and the requirements of law are recognized as the purposes for the purchasing system.
- Suppliers are provided a level playing field, treated equitably, with professionalism and integrity. The same is expected of suppliers in return.
- Purchasing processes are efficient and effective for customers, suppliers, and the purchasing office. They represent best business practices drawn from a number of sources.
- Purchasing department employees are recognized as professionals, conduct their actions accordingly, and receive appropriate professional development and recognition.
- Primary stakeholders in the purchasing process are citizens, customer agencies, suppliers, elected and appointed officials, and the purchasing staff. They operate as a team.

# **Terms & Conditions**

## **Explanation to Bidders**

- Bidders who need clarification shall contact the Purchasing Department officer shown on the ITB/RFP.
- Oral explanations or instructions given before award of a contract will not be binding.
- Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment if that information is necessary in submitting bids or if the lack of it would preclude other bidders.

## **Type of Contract**

This is a firm, fixed price contract for the supplies/services specified.

## **Preparation of Bids**

1. Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
2. Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, signed and notarized. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
3. Unit price shall be entered on the form provided or a copy thereof.
4. If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
5. Recipients of this solicitation not responding with a bid shall return only the front sheet annotated with "no bid", their company name and address.

## **F.O.B. Destination & Shipping Instructions**

- Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination.
- F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order.
- The County assumes no responsibility for goods until accepted at the receiving point in good condition.
- Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency.
- The successful supplier shall be responsible for filing, processing, and collecting all damage claims.

## **Delivery**

For any exception to the delivery date as specified on this order, the vendor shall give prior notification and obtain written approval thereto from the *Purchasing Director* or appropriate buyer with respect to delivery under this contract. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.

## **Changes**

No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the *Purchasing Director* or appropriate *Purchasing Officer*.

## **Amendments to Invitation to Bid**

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment form.
- Purchasing must receive the acknowledgement by the opening time and date specified for receipt of bids.

### **Rejection**

- All goods or materials purchased herein are subject to approval by the end user.
- Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the end user or returned, will be at the vendor's risk and expense.

### **Oral Agreements**

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

### **Bid Compliance**

- The County reserves the right to reject any bid that does not comply with the requirements and specifications of the solicitation.
- A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the County.

### **Evaluation & Award**

The County shall evaluate bids in response to this solicitation and will award a contract based on lowest and best criteria in accordance with Oklahoma Statute Title 19, Section 1505.

Acquisition based on lowest and best criteria which include but are not limited to the operational cost to the County, quality and/or technical competency, delivery and/or implementation schedule, maximum facilitation, data exchange and/or integration, warranties, guarantees, return policy, vendor stability, best solution to proposed planning documents and/or strategic program, vendor experience, vendor prior performance, vendor expertise with similar scope, extent and quality of proposed participation and acceptance of all user groups, proven methodology and tools, innovative use of current technologies and quality results by vendor.

- The County may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- The County reserves the right to accept by item, group of items, or by the total bid.
- The County may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

### **Notice of Award**

A notice of award letter signed by the Oklahoma County Commissioners will be furnished to each successful bidder and shall result in a binding contract.

- The award notice is only a notice to the successful bidder(s).
- The bidder must contact the department listed for order information.
- No order may be placed without a purchase order issued by Oklahoma County.

### **Invoicing Instructions**

1. The invoice shall state the name and address of the vendor with a clear description of each item purchase, the unit price when applicable, the number or volume of each item purchased, the total price, the total purchase price, purchase order number, and the date of the purchase.
2. The vendor shall be paid upon submission of proper invoices to the ordering department at the prices stipulated on the bid/contract.
3. Invoices shall contain the purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment.
4. Oklahoma County payment terms are net 30 days from receipt of invoice.

### **Identification**

All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

### **Prompt Payment Discounts**

Discounts for prompt payment will not be considered in the evaluation of bids. Any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **State & Federal Taxes**

Purchases by the County are not subject to any sales tax or federal excise tax. Exemption certificates will be furnished upon request.

## **Warranty**

The successful bidder agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies or services; and rights and remedies provided herein are in addition to and do not limit any rights afforded to Oklahoma County by any other term of this contract.

Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed except that if a particular purpose is stated, the material must then be fit for that particular purpose.

## **Brand Name or Equivalent**

When a brand is named in the solicitation it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired, unless the term "Brand Name Only" is used in conjunction with the line item(s) in which case only that brand name will be accepted. Brands of equal quality, performance, and use shall be considered, provided vendor specifies the brand and model and submits descriptive literature when available. Any bid containing a brand, which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to reject the bid.

## **Usage Reports**

- Awarded vendors must submit quarterly usage reports.
- Reports shall provide the total dollar amounts sold to all Oklahoma County departments.
- Reports shall be submitted quarterly regardless of quantity.
- Usage reports shall be delivered to Oklahoma County Purchasing Department, 320 Robert S. Kerr, Suite 117, Oklahoma City, OK 73102, within 30 calendar days upon completion of performance quarter period cited below.

## **Contract quarterly reporting periods shall be as follows:**

- January 1 - March 31
- April 1 - June 30
- July 1 - September 30
- October 1 - December 31

Failure to provide usage reports may result in cancellation or suspension of contract. Note: Usage reports apply only to countywide contracts.

## **No Conflicts Provision**

The contractor, by signing this bid/proposal, hereby represents and warrants that the contractor is in compliance with Resolution No. 279-99 adopted by the Board of County Commissioners of Oklahoma County (the "Board") on October 4, 1999, which provides that no officer or employee of Oklahoma County, whether hired, elected or appointed, shall be interested, directly or indirectly, in any contract for services, work, materials, supplies or equipment, or the profits thereof, or in any purchase made for or sales made by, to or with Oklahoma County, and all such contracts in violation of such resolution shall be absolutely void; provided, however, the following shall not be in violation of such Resolution:

- Contracts entered into by the Board with publicly held corporations.
- Contracts entered into by the Board that arise from settlements or arrangements of claims or lawsuits brought by or against Oklahoma County that are being prosecuted or defended by the Office of the District Attorney.
- The depositing of funds or contracts for the depositing of funds in a bank or other depository.
- Contracts entered into by the Board with an individual or organization that is the only reasonably available source for the work, services, or materials sought by the Board.

# **Bid Contents**

## **Entire Agreement**

The General Terms and Conditions of this solicitation, together with the specifications and any other documents made a part of the bid package, shall constitute the entire agreement between the parties.

## **Amendments**

An amendment will be issued for any changes or waivers of specifications, terms, or conditions of a bid. This amendment must be issued by the Purchasing Department.

## **Offer Firm for 30 Days**

Bid prices will be firm until approved by the Board of County Commissioners or for 30 calendar days from the bid opening date.

## **Unit & Total Prices**

Prices per unit should be clearly shown and extended. Bidder guarantees the unit price to be correct.

### **Items to Be New**

Unless otherwise stated with the solicitation, goods, materials or equipment offered are to be new and of current design.

### **Alternate Bids**

Alternate bids may be considered if accompanied by complete specifications and pertinent information.

### **Non-Acceptance of Split Award - "All or None Bid"**

The Board of County Commissioners reserves the right to make an award to items or groups of items listed on a bid. If the vendor wishes to bid All or None this must be stated on the bid.

### **Title & Risk / Loss**

Title to goods shall not pass from the vendor until such goods are received by the requesting department's receiving officer. Risk of loss prior to such receipt shall be borne by the vendor.

### **Shipping Instruction**

Firm price should be F.O.B. destination unless otherwise specified. The bidder shall prepay all packaging, handling, shipping and delivery charges.

### **Inspection & Rejection**

All goods and materials shall be subject to inspection by the receiving officer. Any goods not in complete conformance with the contract specifications, defective in material or workmanship, or found to contain latent defects, may be rejected. Such goods are to be removed and replaced by and at the cost of the vendor promptly after notification. The costs of inspection and risk of loss shall be borne by the vendor.

### **Payment**

Payment by the County for goods received shall not constitute acceptance if subsequent events reveal latent defects or a failure to meet contract specification. Payment for a partial delivery shall not be deemed acceptance of undelivered goods.



## **Exemption From Taxes**

Purchases made by the County are exempt from state sales taxes (68 Okla. Statute 71&23532) and from federal excise taxes (Chapter #32 of the Internal Revenue Code). These taxes should not be included in price quotation.

## **Payment Terms**

Terms are to be such as to allow a minimum of net 30 days for payments.

## **Bid Security**

When a deposit is made by the bidder it is a guarantee that, should they be the successful bidder, they will enter into a contract in accordance with the terms and conditions specified.

- This security may be in the form of a certified check or cashier's check, a bid bond or performance bond.
- Bid security may be required for out-of-state bidders, service contract bidders and other special circumstances as needed by the County.
- When bids requiring security are opened, money will be deposited and a record will be kept by the Board of County Commissioners. All bidders will receive their deposits back after compliance by the successful bidder.
- Submission Procedures

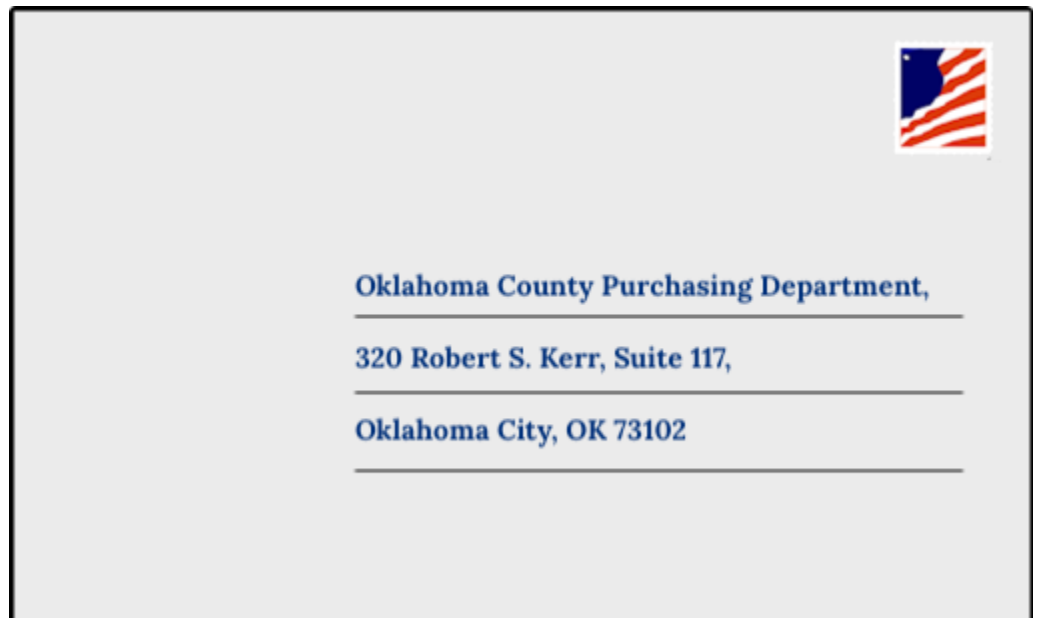
## **Sealed Envelope**

Bids must be submitted in a sealed envelope with the name and address of the vendor, the bid number and date and time of closing clearly marked on the outside of the envelope. See illustration.

## **Where to Submit**

Bids are to be mailed or submitted to the

Oklahoma County Purchasing Department, 320 Robert S. Kerr, Suite 117, Oklahoma City, OK



73102 between the hours of 8:00 am and 5:00 pm (Central Standard Time) Monday through Friday excluding County observed holidays.

### **Change / Withdrawal of Bid**

A bid may not be changed or withdrawn after it has been received unless changes are to be made by submission of a substitute bid or a letter may be submitted to the Purchasing Director withdrawing a bid before the bid due date which will be returned to the vendor.

### **Late Bids**

Bids received after the due date and time listed on the solicitation will be rejected. Late bids shall not be accepted. Late bids will be returned to the vendor unopened.

### **Grounds for Rejection**

Any bid which does not meet the requirements or specifications of the solicitation, or is unsuitable for the intended use, or does not comply with these rules and regulations may be rejected. The County Commissioners reserve the right to reject any or all bids when such is deemed in the best interest of the County.

### **Termination**

Subject to the provisions below, the contract award derived from this Invitation to Bid or Request for Proposal may be terminated by either party upon 30 days advance written notice to the other party; if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the county until said work or services are completed and accepted.

### **Termination of Convenience**

This contract award shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

### **Termination for Default**

Termination by the County for cause, default, or negligence on the part of the bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

### **Termination Due to Unavailability of Funds in Succeeding Fiscal Years**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled, and the county will not be obligated to pay the contractor for any amount past the date of notification of termination. The county shall have sole discretion to cancel said contract based on non-appropriation of funds for whatever reason.

**Immediate Termination**

Immediate termination shall be administered when violations are found to be an impediment to the function of the County and detrimental to its cause, or when conditions preclude the 30 days notice.