County Request No. 474

REQUEST FOR LEGAL SERVICES

This form is used to provide legal opinions and contract approval by the District Attorney's Office. Only that advice that is related to a pending or potential claim against the County or its officers and employees is protected by the attorney-client priviledge. Opinions that are privileged should not be disclosed to anyone or the priviledge may be waived.

All legal opinions and approvals rendered are based only on the documentation and information stated below or attached to this form and, thus, it is important that all relevant facts and information be provided at the time of review. Please advise the District Attorney's Office of new or additional information, as it may cause the opinion to change. In all cases, the opinions of the District Attorney's Office are not binding on the County, its officers or employees and may be followed or disregarded in the discretion of the elected official.

Date of Request: 06/18/2025 Department: County Clerk/ Purchasing

State the nature of the legal request:

Review as to form and legality the interlocal agreement between Oklahoma County and Buy Board. Initial request was submitted on 07/16/2024 (see attachment 2). This request is an effort to provide answers to DA questions and supplemental information.

Attachment 1: Email from Buy Board to address prior concerns
Attachment 2: Prior DA Review and Notes
Attachment 3: HB2743 Effective July 1, 2025. Prohibits the use of cooperative purchasing programs for new construction projects and limits what funds can be used for.

RECEIVED
JUN 26 2025
CIVIL DIVISION
DISTRICT ATTORNEY

County Officer or Department Director

Reply of District Attorney's Office:

Reviewed - dc

Date of Reply: 6/27/25

Assistant District Attorney

MARESSA TREAT,
OKLAHOMA COUNTY CLERK

Date: 06/18/2025

RE: Request for DA Services- Review as to form and legality regarding the purchasing cooperative BuyBoard

Summary:

County Departments are requesting use of BuyBoard Cooperative related to Title 19 Purchases.
Buy Board is not intended to be used for any new construction according to HB2743 (see attachment 3).

Previous Notes from DA's Review (see attachment 2):

- Item 9(c) does not comply with Title 19 or Title 61 according to Buy Board FAQ
- Can not agree to Section 3(2) without change to item 9(c)

Purchasing Response:

- Buy Board RFP's are published in the Daily Oklahoman. Example attached.
- Online bids are allowed for Oklahoma. Effective July 1, 2025.
- Weighted evaluations are used for scoring and awarding proposals.

BuyBoard®

P.O. Box 400, Austin, Texas 78767
800.695.2919 • buyboard.com

NATIONAL PURCHASING COOPERATIVE INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

a) Neither party waives any immunity from liability afforded under law;

b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and

d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Dan Troxell, Ph.D.
Assistant Secretary

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

_____
(Government Entity Name)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

_____
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

_____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email

Attachment 1

McMichael, Ashley

From: David Ricketts <David.Ricketts@buyboard.com>
Sent: Wednesday, May 28, 2025 8:52 AM
To: McMichael, Ashley
Subject: FW: BuyBoard
Attachments: Oklahoma BuyBoard FAQ Handout.pdf; BuyBoard_Competitive Procureme Process.pdf; Oklahoma BuyBoard Members 4.9.25.xlsx; Oklahoma County Members 3.26.25.xlsx; _Original_RFP_ 685-22 (3).pdf; National-Purchasing-Interlocal-Participation-Agreement.pdf; BuyBoard Oklahoma Contract and Vendors 4.9.25.xlsx; Contract-Listing-w-Descriptions.pdf; Ambulance_Origi 745-24.pdf

Ashley – Good morning.

I have attached for your review the below:

- FAQ about the BuyBoard National Purchasing Cooperative that addresses the statutory requirements that the BuyBoard meets
- Original RFP (advertisements at the end) including in the Oklahoman. All notarized.
- The Interlocal Participation Agreement (IPA)
- Oklahoma Member List (364)
- Oklahoma County Member list (51)
- Here is the link to join – super easy - https://www.buyboard.com/national/how-to-join.aspx.
- BuyBoard's contracting process
- The entire contract list and their supporting vendors. It is extensive.
- The contract list with descriptions as to what each contract covers. Great cheat sheet.

Please let me know if there is any additional information or documentation I can provide.

When they use any of the contracts, please forward a record only copy of the PO to info@buyboard.com or to me and I will have it recorded for their state audit documentation/ compliance. When they use any of the contracts/ vendors, please follow these easy steps:

- Reach out to desired vendor
- Let them know you will be using the BuyBoard contract to ensure proper pricing
- **Issue PO to Vendor**
- **Send copy of PO to BuyBoard for your state audit trail**
- All done!

Here is a small sample of the contracts available for use:

- Facility Maintenance, Public Works, Grounds, Water (CIPP)
- Technology – Hardware, Software, Licensing
- Construction Equipment
- Park and Rec Equipment
- Correctional Supplies
- Police, Fire and Public Safety Equipment (PPE)

Included below are a few highlights of the program:

- 27 year history
- Local government agency controlling the life cycle of all contracts
- Gains access to a wide range of vendors with pricing based on national volume levels
- Provides funding to enhance **public education**
- Outreach to local, regional and MWBE vendors to participate
- Available for EDGAR (CFR) Federal Funding use

Thank you for joining and for using the BuyBoard.

David

David Ricketts
BuyBoard
National Director
913.424.5758
david.ricketts@buyboard.com
Find us on Facebook and Twitter

From: McMichael, Ashley <ashley.mcmichael@oklahomacounty.org>
Sent: Wednesday, May 28, 2025 7:25 AM
To: BuyBoard Info <info@buyboard.com>
Cc: Purchasing Email <PurchasingEmail@oklahomacounty.org>
Subject: BuyBoard

You don't often get email from ashley.mcmichael@oklahomacounty.org. Learn why this is important

Can someone contact our office? We are trying to get approval through our DA's office to use this cooperative and have a few questions:

1. Are bids awarded in a public meeting?
2. Can you send us a list of other Counties in Oklahoma currently using BuyBoard?
3. Can you send us a list of where you publish in newspapers? Ex: USA Today, etc?

Any assistance is appreciated.

Thank You

Ashley McMichael
Purchasing Agent
Office of Maressa Treat
Oklahoma County Clerk
405.713.1488
Oklahoma County Clerk Website

Texas Association of School Boards

Proposal Number, Proposal Name, Proposal Deadline, Contract Effective Date, Contract Expiration Date

677-22, Parks and Sports Field Lighting Products and Installation Services, 4/7/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

678-22, Scoreboards, Signage and Digital Display Products and Installation Services, 4/21/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

679-22, Parks and Recreation Equipment, Products and Installation Services, 4/28/2022 at 4:00 PM, 10/1/2022 to 9/30/2025

681-22, Job Order Contracting for Energy Conservation and Efficiency, 9/19/2022 at 4:00 PM, 10/1/2022 to 9/30/2027

Sealed proposals will be received by the Local Government Purchasing Cooperative, Cooperative Purchasing Office, 12007 Research Blvd., Austin, TX 78759.

NOTE: Proposal invitations will be available at www.vendor.buyboard.com. The Cooperative reserves the right to reject any or all bids and to waive any formalities in bidding except time of filing.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA } SS.

Affidavit of Publication

Bryan Miller, of lawful age, being first duly sworn, upon oath deposes and says that she/he is the Classified Legal Notice Admin, of GateHouse Media Oklahoma Holdings, Inc, a corporation, which is the publisher of *The Oklahoman* which is a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; that said newspaper has been continuously and uninterruptedly published in said county and state for a period of more than one hundred and four consecutive weeks next prior to the first publication of the notice attached hereto, and that said notice was published in the following issues of said newspaper, namely:

TEXAS ASSOCIATION OF SCHOOL BOARDS
84453

AdNumber	Publication	Page	Date
0000683328-01	OC- The Oklahoman	B11	02/02/2022
0000683328-01	OC- The Oklahoman	B14	02/09/2022

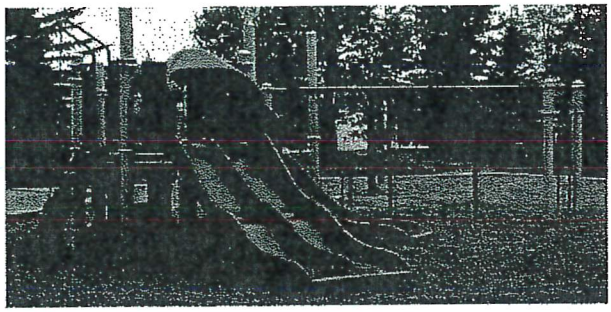
Agent: Bryan Miller Date: 02/09/2022

Subscribed and sworn to be me before this date : 02/09/2022

Notary: Terri Roberts Date: 02/09/2022

TERRI ROBERTS NOTARY # 20014726 EXP. 12/04/24 PUBLIC STATE OF OKLAHOMA

BuyBoard® Cooperative Purchasing



Frequently Asked Questions

What Oklahoma laws govern the use of cooperative contracts or 'piggybacking'?

A: Oklahoma law allows for the use of cooperative contracts as an alternative to a competitive bidding process under Interlocal Cooperation Act § 74-1001.

Does the BuyBoard meet the definition of a Public (Lead) Agency in Oklahoma?

A: Yes. Under § 74-1003, "Public agency" means a political subdivision of this state; any agency of the state government or of the United States; each and every public trust of this state regardless of whether the beneficiary of such trust is a municipality, a county, or the State of Oklahoma, ...; any political subdivision of another state..... The National Purchasing Cooperative (BuyBoard) is a political subdivision created in accordance with Maryland state statues, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

What does it cost to become a BuyBoard member?

A: There is no cost to join or use any of the contracts and is open to all types of local government agencies as well as non-profits. Revenue to operate the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase.

How do I order products through the BuyBoard?

A: All awarded items, services or catalogs will be posted on the BuyBoard website, so that cooperative members can search for and select items. The steps for making a purchase are listed below:

1. Select an Awarded BuyBoard Vendor
2. Request a Quote per the BuyBoard Contract
3. Issue and send the PO to the Vendor and List Contract Number
4. Email copy of the PO to info@buyboard.com

How do I join and who should I reach out to if I have further questions?

A: Membership is super easy. You can go to the **BuyBoard** website, click on the National Tab and then "How to Join".

For questions - You can reach out to your BuyBoard contact, David Ricketts (david.ricketts@buyboard.com) at (913) 424-5758 for assistance or questions

BuyBoard®
PURCHASING COOPERATIVE

WHAT BUYBOARD® CAN DO FOR YOU

Combining the purchase power of local governments provides members—big and small—the leverage to achieve better pricing on products, equipment, and services they use every day. There is power in numbers, and BuyBoard has delivered the vast economies of scale in purchasing products and services to members since 1998.

VALUE AND CHOICE

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

MEMBER GOVERNED

The Cooperative is governed by an eight-member board of directors representing members from different parts of the country. The board's only function is to govern the Cooperative and award all the contracts directly with no delegation of authority to staff.

EFFICIENCY AND COST SAVINGS

Because the competitive procurement process has been completed, members save time and resources that would have been spent preparing and conducting a formal RFP. Cost savings can be achieved through the competitive price of the product and the reduction of internal administrative time and effort.

ONE-STOP SHOP FOR PROCUREMENT

COMPLIANCE AND TRANSPARENCY

BuyBoard contracts have already been through a competitive procurement process, saving members the time and cost of preparing RFPs and bids. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of proposals awarded by a cooperative.

This provides members compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

REQUEST FOR QUOTES (RFQ) APPLICATION

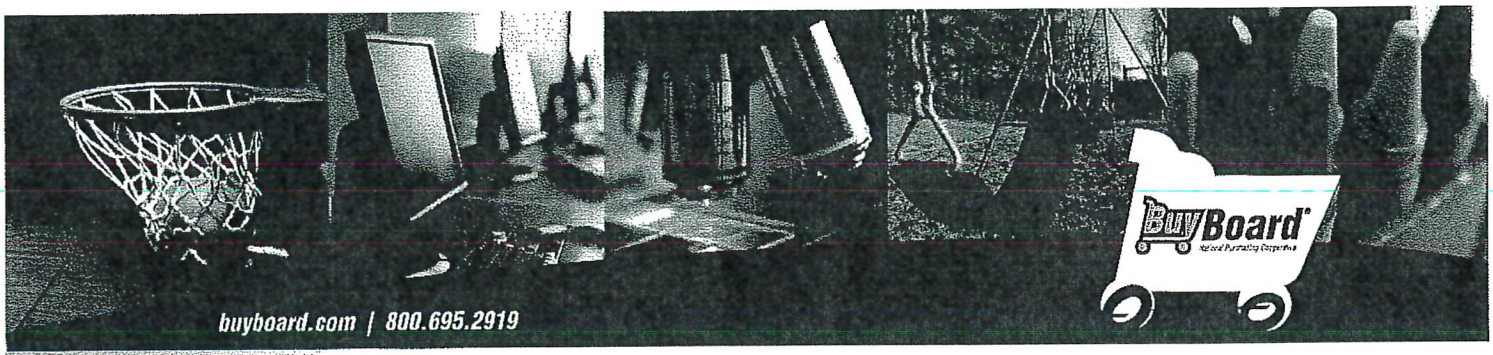
BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal.

SUPPORT OF PUBLIC EDUCATION AND LOCAL GOVERNMENTS

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the BuyBoard and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.

BuyBoard

Contact David Ricketts to see how the
BuyBoard can help you save money!
david.ricketts@buyboard.com | (913) 424-5758



Processes

Vendor Registration Process

- Vendors register at **vendor.buyboard.com**. This is a self-registration process to be notified of future bid opportunities. Registration consists of general contact information and selection from 43 general commodities listed.
- Vendors maintain the integrity of their own registration information.
- All vendors are encouraged to register.

Procurement Process

1. Proposal Advertisements
   - Advertisements of proposals are processed twice a year in the November/ December and May/June timeframes. Advertisements include all proposals being solicited in a six-month time period.
   - Existing awarded contracts that are expiring during this time period, as well as suggested new commodities, are included in the advertisements.
   - Advertisements are placed electronically through the BuyBoard website.
2. The proposal specification package is posted on **vendor.buyboard.com**.
3. E-mail notifications are sent to all vendors who are registered for the commodities included in the proposal package.
4. Additional e-mail notifications are sent to the currently awarded vendors on the BuyBoard.
5. Proposals are received and logged in until the due date and time. Any proposal received after the due date and time is not opened.
6. Proposals are reviewed, tabulated, and analyzed based on the following criteria, which is included in each proposal specification document:
   - Purchase price
   - Vendor reputation
   - Quality of products
   - Extent that products meet the needs of members
   - Vendor's past performance with members
   - Impact on the ability of members to comply with any applicable laws or rules, including those related to utilization of historically underutilized businesses
   - Total long-term cost to acquire vendor products

- Other relevant factors that a public entity can consider, which may include but are not limited to the following:
  - o Vendor's location, service, and delivery capabilities
  - o Warranties offered
  - o Product packaging

The National Purchasing Cooperative authorizes competitive and indefinite quantity awards to those proposers who give the same or better discounts/pricing than they give their best governmental clients. All proposals are evaluated on their own merit and are determined to be fair and reasonable by comparing the prices/discounts that the proposer offers other governmental clients. Discount practices are examined and evaluated based on historical data, sales information, and other market research techniques. The Cooperative has the right to award to multiple companies supplying comparable products or items, also known as a multiple-award schedule, but reserves the right to make a single award if determined to be in the best interest of the members.

A 100-point scoring matrix is used to rank the criteria for each proposal. The points assigned to criteria are as follows:

A. Price Competitiveness—25 points
B. Vendor Reputation/Past Performance—25 points
C. Product/Service Quality—15 points
D. Overall Cost to Acquire Product—15 points
E. Return Policy/Warranties—10 points
F. Sales, Delivery, and Service Locations—10 points

For some proposals, each vendor is asked to price a variety of items based on the catalog list price less the proposal discount structure (example: office supplies). These items are compiled to create an overall shopping basket total. The total of the shopping basket is used to determine the price competitiveness of the vendors.

7. Various reports are created and recommendations are prepared for presentation to the Cooperative Board.

8. Based on the information presented, the Cooperative Board takes action to award or reject the proposals as presented.

9. Once the Board has made their awards, tabulations are posted on **vendor.buyboard.com** and award letters or non-award letters are sent by e-mail to each vendor responding to the proposal.

10. Vendor information and price files are created in the BuyBoard for access by the membership upon the effective date of the contract award.

Current Counties in Oklahoma Utilizing BuyBoard

1. Adair County (OK)
2. Atoka County (OK)
3. Beaver County (OK)
4. Beckham County (OK)
5. Blaine County (OK)
6. Caddo County District #1 (OK)
7. Caddo County District #2 (OK)
8. Canadian County (OK)
9. Carter County (OK)
10. Cherokee County (OK)
11. Cimarron County (OK)
12. Cleveland County (OK)
13. Comanche County (OK)
14. Creek County (OK)
15. Custer County (OK)
16. Ellis County (OK)
17. Garfield County (OK)
18. Garvin County (OK)
19. Grady County (OK)
20. Grant County (OK)
21. Harper County (OK)
22. Hughes County (OK)
23. Jackson County (OK)
24. Johnston County (OK)
25. Kay County (OK)
26. Kingfisher County (OK)
27. Lincoln County (OK)
28. Logan County (OK)
29. Marshall County (OK)
30. Mayes County (OK)
31. Murray County (OK)
32. Muskogee County (OK)
33. Okmulgee Municipal Authority (OK)
34. Osage County (OK)
35. Pawnee County (OK)
36. Payne County (OK)
37. Pontotoc County (OK)
38. Pottawatomie County (OK)
39. Pushmataha County (OK)
40. Rogers County (OK)
41. Seminole County (OK)
42. Stephens County (OK)
43. Texas County (OK)
44. Tillman County (OK)
45. Tulsa County (OK)
46. Wagoner County (OK)
47. Washington County (OK)
48. Woods County (OK)
49. Woodward County (OK)

Attachment 2

REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: 07/16/2024

COUNTY DEPARTMENT MAKING REQUEST: PURCHASING

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: **Review as to form and legality the interlocal agreement between Oklahoma County and Buy Board for the purpose of becoming a member of the national cooperative contracts program.**

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. (NOTE: Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

Marina Grant
COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY:

REPLY BY DISTRICT ATTORNEY:
Cannot agree to Item 9(a) as does not comply w/ either Title 19 or Title 61 Jackson v. Buy Board Website FAQ # cannot agree to Section III(2) w/o change to Item 9(a)

VICKY Z. BEHENNA
DISTRICT ATTORNEY

By: [signature] 11/12/24

Revised 2003

BuyBoard

P.O. Box 400, Austin, Texas 78767
800.695.2919 • buyboard.com

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

See Email- 2% rebate Program goes back to schools - local

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing o ... and services through its membership in the Cooperative.

Requires following local rules/polici... still

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they ... amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

BOCC Approval

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, disbursements required of it hereunder shall be made from current revenues budgeted and available to Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requ
the Cooperative Member must meet under all applicable local policy, regulation, or state law.

- Already allows for Term of cause / AND OR convenience

d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

a) Neither party waives any immunity from liability afforded under law;

b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and

d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: _____ Date: _____
Dan Troxell, Ph.D.
Assistant Secretary

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

_____
(Government Entity Name)

By: _____ Date: _____
Signature of authorized representative of Cooperative Member

_____
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

_____
Name

_____
Title

_____
Mailing Address

_____
City

_____
State Zip Code

_____
Telephone

_____
Fax

_____
Email

OKLAHOMA STATE COURTS NETWORK

Title 19. Counties and County Officers

Oklahoma Statutes Citationized

Title 19. Counties and County Officers

Chapter 33 - Purchasing

Section 1501 - Duties of County Purchasing Agent

Cite as: 19 O.S. § 1501 (OSCN 2025)

A. The county purchasing agent:

1. Shall, within the amount of the unencumbered balance, make all purchases that are paid from county funds for the various institutions, departments, officers, and employees of the county, except at public auctions and as otherwise provided for by law;

2. May make purchases for political subdivisions of this state within the county if authorized by appropriate action of the governing board or body of the political subdivision affected;

3. Shall make purchases and rental or lease-purchase agreements only after following the bidding procedures as provided for by law, except:

a. when the purchase does not exceed Twenty-five Thousand Dollars ($25,000.00) by department. All purchases made pursuant to this subparagraph shall be by a single purchase order. Splitting purchase orders which would result in paying an amount in excess of the limitations specified in this subparagraph is expressly prohibited. Any person convicted of violating the provisions of this subparagraph shall be guilty of a misdemeanor and such person shall forfeit the person's position or office,

b. when the total payments of a rental or lease-purchase agreement do not exceed the current bid limit as established in subparagraph a of this paragraph,

c. when articles and items are covered by single-source contracts,

d. service or maintenance contracts on equipment or machinery which are entered into at the time of the purchase of the equipment or machinery,

e. purchases made pursuant to a blanket purchase order as provided for in Section 310.8 of Title 62 of the Oklahoma Statutes,

f. when materials for road or bridge improvements do not exceed Seven Dollars ($7.00) per yard or per ton,

g. purchases of fuel if the county purchasing agent obtains quotes from at least three vendors prior to the purchase and the lowest and best quote is selected. Documentation of these quotes shall be recorded in the permanent records of the clerk,

h. purchases of tools, apparatus, machinery or equipment from a state agency or a political subdivision of the state as provided for in subsection C of Section 421.1 of this title,

i. purchases of food for prisoners incarcerated in the county jail; provided, in counties having a population in excess of one hundred thousand (100,000) persons, the county purchasing agent shall follow bidding procedures as provided by law unless the county purchasing agent obtains quotes pursuant to the whole total of food items requisitioned prior to the purchase and the lowest and best quote is selected. Documentation of these quotes shall be recorded in the permanent records of the county clerk,

j. when a county solicits bids for the purchase of processed native materials for road and bridge improvements, the county may accept all bids received, with the lowest and best bid from those accepted to be selected at the time of opening of any construction project. The selection of the bid shall be based upon availability, bid price, plus transportation costs,

k. when a vendor has been selected as the lowest and best bidder to furnish a particular item or items to the county during a specified time period and in the event the vendor is unable to perform, the purchasing agent may solicit telephone quotes for the item or items needed from the list of qualified bidders and provide for the purchase of the items at the lowest and best quote available,

l. when considering the purchase of an item or items from the state bid list as provided by the Office of Management and Enterprise Services or the General Services Administration, if the same exact item is available from a local vendor at or below the price listed on the state bid list or the General Services Administration list, the item may be obtained from the vendor,

m. any item or items bid by the Office of Management and Enterprise Services which may be purchased by the county, provided the vendor is willing to supply the item or items to the county at the bid price,

n. when a county obtains proceeds from the sale of its property at a public auction, that county may use those proceeds to acquire items previously identified as needed by the county at the same public auction pursuant to subsection D of Section 1505 of this title,

o. when an item or items have been competitively bid by a county, or on behalf of a group of counties, provided:

(1) the notice to bidders shall list each county which may participate in the purchase of the item or items being bid,

(2) the notice of bid is advertised, as provided by law, in each of the counties which may participate in the purchase of the item or items,

(3) all vendors on the list of qualified bidders of each participating county who offer the item or items for sale received notice of the bid request, and

(4) the vendor awarded the bid is willing and able to provide the item or items at the bid price,

p. counties may participate in a nationwide purchasing program sponsored by the national association representing counties and local cooperative procurement agreements entered into by the counties and other local jurisdictions or any other competitively bid nationwide purchasing program, or

q. when the Governor declares an emergency in a county, the district attorney of that county shall have the authority to temporarily waive competitive bidding procedures for purchases that may expedite a response to the emergency situation. This temporary waiver shall be in addition to any powers exercised pursuant to Section 683.11 of Title 63 of the Oklahoma Statutes.

The purchases shall be paid by attaching properly itemized invoices, as described in Section 1505 of this title, to a purchase order which has been prepared by the county purchasing agent and submitting both to the county clerk for filing, encumbering, and consideration for payment by the board of county commissioners;

4. Shall not furnish any supplies, materials, equipment, or other articles, except upon receipt of a requisition signed by a county officer. Written requisitions will not be required for blanket purchase orders as provided for in Section 310.8 of Title 62 of the Oklahoma Statutes. Each county officer may designate not more than two employees who also shall be authorized to sign requisitions in the absence of the county officer. A written designation of the employees shall be filed with the county clerk and shall be entered in the minutes of the board of county commissioners. The county may designate two individuals who are not county employees for each of the following entities within the county to act as receiving and requisitioning officers:

a. fire protection districts organized and operated pursuant to the provisions of Sections 901.1 through 901.29 of this title,

b. fire protection services established pursuant to the provisions of Section 351 of this title,

c. volunteer or full-time fire departments established pursuant to Section 592 of Title 18 of the Oklahoma Statutes, and

d. municipal fire departments organized and operated pursuant to the provisions of Sections 29-101 through 29-108 and Sections 29-201 through 29-204 of Title 11 of the Oklahoma Statutes.

A written designation of these individuals shall be filed with the county clerk and shall be entered in the minutes of the board of county commissioners meeting in which the designations are made. Further, entities described in subparagraphs a, b, c and d of this paragraph, choosing to have any nonemployee of the county designated as a receiving and requisitioning officer shall provide evidence of blanket bond coverage or employee dishonesty liability insurance for each such designee;

5. Shall make lease or lease-purchase agreements for road machinery and equipment if the county has adequate funds appropriated during any fiscal year for such purpose and only after following the bidding procedures as provided for in Section 1505 of this title. The term of any lease or lease-purchase agreement authorized pursuant to this paragraph may be for any period up to one (1) year; provided, the term shall not extend beyond the end of any fiscal year, with an option to renew such agreement subject to the requirement that adequate funds are appropriated during the fiscal year by the county for such purpose. The State Auditor and Inspector's Office shall be notified by the county of the terms and conditions of a lease or lease-purchase agreement authorized pursuant to this paragraph before any such agreement is made by the county purchasing agent; and

6. Shall perform such other duties as may be delegated by the appointing authority or as may be provided for by law.

B. Each department of county government needing repairs to equipment, machinery or vehicles shall make estimates and requisition a purchase order from the county purchasing agent for repairs not in excess of Ten Thousand Dollars ($10,000.00). Repairs in excess of Ten Thousand Dollars ($10,000.00) shall be submitted on a blanket purchase order as provided in Section 310.8 of Title 62 of the Oklahoma Statutes.

C. Each department of county government needing repairs to heavy equipment, meaning equipment in excess of ten thousand (10,000) pounds, shall make estimates and requisition a purchase order from the county purchasing agent for repairs not in excess of Thirty Thousand Dollars ($30,000.00). Repairs in excess of Thirty Thousand Dollars ($30,000.00) shall be submitted on a blanket purchase order as provided in Section 310.8 of Title 62 of the Oklahoma Statutes.

Historical Data

Laws 1982, HB 1578, c. 249, § 2, eff. January 1, 1983; Amended by Laws 1983, HB 1272, c. 205, § 1, emerg. eff. June 16, 1983; Amended by Laws 1985, SB 99, c. 21, § 1, eff. November 1, 1985; Amended by Laws 1985, SB 130, c. 22, § 1, eff. November 1, 1985 (repealed by Laws 1985, HB 1338, c. 298, § 2, eff. November 1, 1985); Amended by Laws 1985, HB 1338, c. 298, § 1, eff. November 1, 1985; Amended by Laws 1986, HB 1750, c. 284, § 1, emerg. eff. July 1, 1986; Amended by Laws 1987, HB 1473, c. 236, § 117, emerg. eff. July 20, 1987; Amended by Laws 1988, HB 1713, c. 10, § 1, eff. November 1, 1988; Amended by Laws 1989, HB 1143, c. 29, § 1, emerg. eff. July 1, 1989; Amended by Laws 1989, HB 1111, c. 286, § 4, emerg. eff. July 1, 1989; Amended by Laws 1990, HB 1703, c. 62, § 1, emerg. eff. April 16, 1990; Amended by Laws 1991, HB 1041, c. 166, § 4, emerg. eff. July 1, 1991; Amended by Laws 1992, HB 2108, c. 6, § 1, emerg. eff. March 18, 1992; Amended by Laws 1992, SB 613, c. 237, § 3, emerg. eff. May 19, 1992; Amended by Laws 1993, SB 36, c. 135, § 1, eff. September 1, 1993; Amended by Laws 1994, HB 2053, c. 6, § 4, eff. September 1, 1994; Amended by Laws 1995, HB 1590, c. 172, § 2, emerg. eff. May 9, 1995; Amended by Laws 1999, HB 1436, c. 245, § 1, emerg. eff. July 1, 1999 (superseded document available); Amended by Laws 2000, HB 2299, c. 210, § 1, eff. November 1, 2000 (superseded document available); Amended by Laws 2001, HB 1376, c. 39, § 2, emerg. eff. July 1, 2001 (superseded document available); Amended by Laws 2001, HB 1035, c. 139, § 3, eff. November 1, 2001 (repealed by Laws 2002, HB 2924, c. 22, § 34, emerg. eff. March 8, 2002); Amended by Laws 2001, HB 1216, c. 320, § 3, eff. November 1, 2001 (superseded document available); Amended by Laws 2002, c. 22, § 4, emerg. eff. March 8, 2002 (superseded document available); Amended by Laws 2002, HB 2226, c. 177, § 1, eff. November 1, 2002 (superseded document available); Amended by Laws 2004, SB 1123, c. 99, § 4, eff. November 1, 2004 (superseded document available); Amended by Laws 2005, SB 478, c. 356, § 2, eff.

November 1, 2005 (superseded document available); Amended by Laws 2007, HB 1432, c. 100, § 4, eff. November 1, 2007; Amended by Laws 2007, SB 590, c. 132, § 4, eff. November 1, 2007 (superseded document available); Amended by Laws 2007, HB 1432, c. 100, § 4 (repealed by Laws 2008, SB 1830, c. 3, § 10, emerg. eff. February 28, 2008) (superseded document available); Amended by Laws 2009, HB 1759, c. 231, § 1, emerg. eff. July 1, 2009 (superseded document available); Amended by Laws 2012, SB 1051, c. 41, § 1, emerg. eff. July 1, 2012 (repealed by Laws 2012, HB 3079, c. 304, § 1084); Amended by Laws 2012, SB 1000, c. 97, § 1, emerg. eff. July 1, 2012 (superseded document available); Amended by Laws 2012, HB 2619, c. 33, § 1, eff. November 1, 2012 (repealed by Laws 2012, HB 3079, c. 304, § 1084); Amended by Laws 2012, HB 3079, c. 304, § 73 (superseded document available); Amended by Laws 2014, SB 1173, c. 226, § 1, emerg. eff. May 6, 2014 (superseded document available); Amended by Laws 2016, HB 3130, c. 171, § 1, eff. November 1, 2016, amended by Laws 2016, HB 2360, c. 321, § 1, emerg. eff. July 1, 2016 (superseded document available); Amended by Laws 2021, SB 840, c. 303, § 1, eff. November 1, 2021 (superseded document available); Amended by Laws 2022, HB 3344, c. 94, § 1, eff. November 1, 2022 (superseded document available).

Citationizer® Summary of Documents Citing This Document

Cite Name	*Level*	
Oklahoma Attorney General's Opinions		
Cite	*Name*	*Level*
2004 OK AG 14,	*Question Submitted by: The Honorable Angela Z. Monson, State Senator, District 48*	*Cited*
2006 OK AG 8,	*Question Submitted by: The Honorable Randy Terrill, State Representative, District 53*	*Discussed at Length*
1983 OK AG 49,	*Question Submitted by: The Honorable Don Roberts, District Attorney*	*Discussed at Length*
1983 OK AG 65,	*Question Submitted by: The Honorable Denver Talley, Oklahoma House of Representatives*	*Cited*
1984 OK AG 65,	*Question Submitted by: The Honorable Cal Hobson, Oklahoma House of Representatives*	*Discussed at Length*
1985 OK AG 31,	*Question Submitted by: The Honorable Larry D. Stuart, District Attorney*	*Discussed at Length*
1985 OK AG 45,	*Question Submitted by: The Honorable Glen Johnson, Oklahoma House of Representatives*	*Cited*
Oklahoma Session Laws - 2001		
Cite	*Name*	*Level*
2001 O.S.L. 39, 2001 O.S.L. 39,	*Counties and county officers; modifying bidding procedure. Effective date. Emergency.*	*Discussed*
Oklahoma Session Laws - 2002		
Cite	*Name*	*Level*
2002 O.S.L. 22, 2002 O.S.L. 22,	*Duplicate sections; amending, merging, consolidating, and repealing duplicate sections. Emergency.*	*Discussed at Length*
2002 O.S.L. 177, 2002 O.S.L. 177,	*Counties and county officers; modifying maximum amount for purchase orders not subject to bidding procedures; deleting language relating to supply of specified items by local vendor. Effective date.*	*Discussed*

Citationizer: Table of Authority

Cite Name	*Level*	
Title 19. Counties and County Officers		
Cite	*Name*	*Level*
19 O.S. 1501,	*Duties of County Purchasing Agent*	*Cited*
19 O.S. 1501,	*Duties of County Purchasing Agent*	*Cited*

Cite Name	Level	
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited
19 O.S. 1501,	Duties of County Purchasing Agent	Cited

Attachment 3

An Act

ENROLLED HOUSE
BILL NO. 2743

By: Caldwell (Trey) of the House

and

Green of the Senate

An Act relating to competitive bidding, amending 61 O.S. 2021, Section 139, which relates to authority to enter into cooperative purchasing agreements; limiting cooperative purchasing on new projects; requiring and limiting certain applications of funds; updating reference; defining term; providing an effective date; and declaring an emergency.

SUBJECT: Competitive bidding

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 61 O.S. 2021, Section 139, is amended to read as follows:

Section 139. A. In addition to any authority to enter an agreement pursuant to the Interlocal Cooperation Act, any school district, including a technology school district, may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the acquisition of any commodities or services with one or more public agencies in accordance with an agreement entered into between the participants. Such cooperativ purchasing may include, but is not limited to, joint or multiparty contracts between public agencies and open-ended state public procurement contracts. Cooperative purchasing shall not include new construction. For cooperative purchasing agreements, all funds shall be applied toward chargeables under the agreements or toward direct administrative costs associated with the agreements. No entity shall take a percentage of the funds as profit under the cooperative purchasing agreement.

B. Any local public procurement unit may either participate in, sponsor, conduct or administer a cooperative or piggybacking purchasing agreement for the acquisition of any commodities or services, including construction services, with one (1) or more public procurement units or external procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts between public procurement units and open-ended state public procurement unit contracts which are made available to local public procurement units. Purchases made in accordance with this subsection by a local public procurement unit shall be required to satisfy any procurement regulation, including ~~The~~ Oklahoma Central Purchasing Act, the Public Competitive Bidding Act of 1974, the Oklahoma State Finance Act, related administrative rules and federal regulations that may apply due to the federal source of the funding for the anticipated purchase.

C. For purposes of this section, the following definitions apply:

1. "Local public procurement unit" shall mean, inter alia, any county, city, town, state agency, and any other subdivision of the state or public unit or agency thereof;

2. "External procurement unit" shall mean any buying organization in the United States not located in this state which, if located in this state, would qualify as a public procurement unit; ~~and~~

3. "Cooperative or piggybacking purchasing agreement" shall mean an agreement between a local public procurement unit and another local public procurement unit or an external procurement unit to authorize the use of a contract procured by one of the parties to the agreement to benefit the other party to the agreement. This term shall also mean an agreement that provides access to a product or service that is lower in price than a comparable product or service that is available through the usage of a statewide, multistate or multigovernmental contract issued by the ~~state~~ Purchasing Division of the Office of Management and Enterprise Services; and

4. "New construction" shall mean any building not previously constructed that has not been occupied or used. New construction shall not mean bus barns, agriculture barns, storage buildings, batting cages, or similar structures.

D. Nothing in this section shall supersede the obligation of a state agency to adhere to rules regarding statewide contracts issued by the ~~state~~ Purchasing Division. Neither shall any provision of this section be construed to waive the obligation of a state agency to utilize a mandatory purchasing contract as designated by the State Purchasing Director.

SECTION 2. This act shall become effective July 1, 2025.

SECTION 3. It being immediately necessary for the preservation of the public peace, health or safety, an emergency is hereby declared to exist, by reason whereof this act shall take effect and be in full force from and after its passage and approval.

Passed the House of Representatives the 22nd day of May, 2025.

_____
Presiding Officer of the House
of Representatives

Passed the Senate the 22nd day of May, 2025.

_____
Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____

Approved by the Governor of the State of Oklahoma this _____

day of _____, 20_____, at _____ o'clock _____ M.

_____
Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this _____

day of _____, 20_____, at _____ o'clock _____ M.

By: _____