



## The Office of Central Procurement for the OSU and A&M System Supplier/Bidder guidelines

### 1. Purpose

The purpose of these guidelines is to provide information and procedures for suppliers that desire to sell products and services to institutions under the governance of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges. Establishing fair and consistent procurement processes that satisfy the needs of the institutions is the main objective. Suppliers that intend to bid on competitive solicitations are responsible to know the requirements delineated in these guidelines. Procurement guidelines are administered by the Chief Procurement Officer of the Office of Central Procurement for the OSU and A&M System ("A&M CPO").

### 2. Definitions

The following words or terms, when used in this document shall have the following meaning, unless the context clearly indicates otherwise:

**"Acceptable Electronic Signature Technology"** means technology that is capable of creating a signature that is unique to the person using it; is capable of verification, is under the sole control of the person using it, and is linked to the data in such a manner that if the data is changed, the electronic signature is invalidated.

**"Acquisition authority"** means the dollar amount within which an institution is approved to make acquisitions without submitting a requisition to the A&M CPO.

**"Addendum"** means a written modification to a contract.

**"All or none bid"** means a bid in which the bidder states only an award for all items or services included in the solicitation will be accepted.

**"All or none solicitation"** means a solicitation in which the solicitation indicates it will award a contract to a single supplier for all items or service included in the solicitation.

**"Alteration"** means a modification a bidder makes to a solicitation response prior to the response due date.

**"Alternate bid"** or **"alternative bid"** means a bid or proposal, which contains an intentional substantive variation to a basic provision, specification, term, or condition of the solicitation.

**"Amendment"** means a written change, addition, correction, or revision to a solicitation made by the institution responsible for making the acquisition.

**"Authorized signature"** means a manual, electronic, or digital signature or other identifier uniquely linked to a person authorized to sign the documents submitted by a supplier or institutional associate.

**"A&M Board"** means The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, which has exclusive governance authority for all institutions within the A&M system. Further defined under "Institutions."

**"A&M CPO"** means the Chief Procurement Officer of the Office of Central Procurement for the OSU and A&M system located in Stillwater, OK.

**"A&M system or Institution(s)"** means any of the colleges, departments, or agencies under the governance of the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, which includes:

1. Connors State College
2. Langston University
3. Northeastern Oklahoma Agricultural and Mechanical College
4. Oklahoma Panhandle State University
5. Oklahoma State University and its constituent agencies
  - a. Agricultural Experiment Station
  - b. Agricultural Extension Division
  - c. Oklahoma State University Institute of Technology-Okmulgee
  - d. Oklahoma State University Center for Veterinary Health Sciences
  - e. Oklahoma State University-Oklahoma City
  - f. Oklahoma State University Center for Health Sciences
  - g. Oklahoma State University-Tulsa.

**"Bid bond", "performance bond" or "surety"** means a form of surety or guaranty that the A&M CPO may require bidders to submit with a bid.

**"Bidder"** means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier" or "vendor" responding to a solicitation.

**"Business days"** means Monday through Friday and is exclusive of weekends and Oklahoma state holidays.

**"Category classification"** means numeric designations the A&M CPO assigns to classify goods and services into similar categories.

**"Central Purchasing Office" or "Central Procurement Office"** means the Office of Central Procurement for the OSU and A&M system located in Stillwater, OK.

**"Clarification"** means a bidder's explanation of all or part of a bid that does not change, alter, or supplement the bid.

**"Closing date/time"** means the date, in central time, a solicitation specifies responses are due.

**"Competitive solicitation"** means a process for acquiring goods or services wherein bidders submit bids to the Office of Central Procurement or an institution pursuant to terms, conditions, and other requirements of a solicitation. The competitive solicitation process may be electronic or by paper process. The solicitation will clearly state the requirements and method to submit bids.

**"Days"** means calendar days unless otherwise specified.

**"Debar" or "debarment"** means action taken by the A&M CPO to indefinitely exclude any

business entity from inclusion on the Supplier List, bidding, offering to bid, receiving an award of contract within the A&M system for acquisitions by institutions or a contract the Office of Central Procurement awards or administers and may also result in cancellation of existing contracts.

**"Electronic Signature"** means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. Unless otherwise provided by this Chapter or law, an electronic signature may be used to sign a document and shall have the same force and effect as a written signature.

**"Emergency acquisition"** means an acquisition made by the A&M CPO or an institution without seeking competitive bids to relieve an unforeseen condition believed to place human life or safety in imminent danger or threaten significant property interests with imminent destruction; or, is a condition certified by the A&M Board as a serious environmental situation. [Reference 74 O.S. §85.7]

**"Firm bid"** means an offer by a bidder which contains no conditions which may prevent acceptance and which, by its terms, remains open and binding until the A&M CPO accepts or rejects the bid.

**"Fiscal year"** means the period of time from July 1 of a calendar year through June 30 of the succeeding calendar year.

**"Forms"** means documents the A&M CPO prescribes and requires suppliers and institutions use to provide information to the Office of Central Procurement.

**"Indefinite quantity contract"** means a contract the A&M CPO establishes based on historical usage of a service or product rather than a specified quantity of said service or product and which does not obligate the institutions to purchase any certain amount.

**"Information technology"** or **"IT"** means any electronic information equipment or interconnected system that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information, including audio, graphic, and text.

**"Invitation to bid"** or **"ITB"** means a type of solicitation an institution or the A&M CPO sends to suppliers to request submission of bids by suppliers for acquisitions.

**"Material deficiency"** or **"material deviation"** means a bidder's failure to provide information necessary to evaluate a solicitation.

**"Minor deficiency"** or **"minor informality"** means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

**"Non-collusion certification"** means a certification submitted by a supplier with any competitive bid or contract executed by any institution within the A&M System for goods or services.

**"Non-responsive"** means a bid or proposal that has been determined not to conform to essential requirements of a solicitation.

**"OK Corral"** means the electronic system utilized by the OSU and A&M System for managing requests for acquisition and electronic bidding.

**"Online Bidding"** means an electronic procurement process in which institutions receive bids from bidders for goods, services, construction, or information services over the Internet or other electronic medium for a sealed or real-time competitive bidding event.

**"Procurement"** means buying, purchasing, renting, leasing, or otherwise acquiring any goods or services. The term also means all functions that pertain to the obtaining of any goods or services, including, but not limited to, the description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

**"Reciprocity"** means a preference, which the A&M CPO or institution shall apply against the price submitted for an acquisition by an out-of-state bidder whose home state applies a similar preference against Oklahoma bidders.

**"Registered supplier"** means a supplier that registers with the Office of Central Procurement in the OK Corral system.

**"Remedy"** means to cure, alter, correct, or change.

**"Request for information"** or **"RFI"** means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.

**"Request for proposal"** or **"RFP"** means a type of solicitation an institution or the A&M CPO provides to bidders requesting submission of proposals for acquisitions.

**"Request for quotation"** or **"RFQ"** means a simplified written or oral solicitation an institution or the A&M CPO provides to suppliers requesting submission of a quote for acquisitions.

**"Requisition number"** means an identifier within the OK Corral bid system containing information about the funding, approval workflow, and items or services to be acquired.

**"Responsible supplier"** means a supplier who demonstrates capabilities in all respects to fully perform the requirements of a contract that may include, but may not be limited to, finances, credit history, experience, integrity, perseverance, reliability, capacity, facilities and equipment, which will ensure good faith performance.

**"Responsive"** means a bid or proposal that has been determined to conform to the essential requirements of a solicitation.

**"Reverse Auctioning"** means a procurement method wherein pre-qualified bidders are invited to bid on specified goods or services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder.

**"Scheduled acquisition or system wide contract"** means a recurring acquisition that consolidates multiple institution requirements for a given commodity or group of commodities.

**"Statement of Work or Specifications"** means a detailed description of the work which an institution requires a contractor or supplier to perform or accomplish.

**"Supplier"** or **"vendor"** means an individual or business entity that sells or desires to sell acquisitions to state agencies [74 O.S. §85.2].

**"Supplier registration"** means a process a supplier uses to register with the Office of Central Procurement to automatically receive solicitations based on a commodity class for a specified period of time.

**"Supplier List"** means a list of individuals or business entities that have registered with the Office of Central Procurement in order to receive notification of solicitations for commodities specified in their registration application.

**"Suspension"** means an action by the A&M CPO to suspend a supplier's authority to be included on the Supplier List, be eligible to submit bids and be awarded a contract by an institution.

**"Utility service"** or **"utilities"** means a service furnishing electricity, natural gas, water, or sewage.

### 3. Authority

The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges was created on July 11, 1944, by Section 31a, Article 6, of the Oklahoma Constitution. The Board, also referred to as the "OSU and A&M Board" or "A&M Board," consists of nine members. The Board's powers to govern are constitutional and include, but are not limited to, those enumerated in 70 O.S. § 3412, and other laws and judicial decisions of the State of Oklahoma.

### 4. General

A. The following states the Board's intention for procurement and bidding requirements as delineated in [The Board of Regents for the Oklahoma Agricultural & Mechanical Colleges Policy section 2.07](#).

- Purchasing for all agencies under the jurisdiction of the Board shall be unified and integrated.

- The CPO of Oklahoma State University (OSU) is designated as the CPO for all entities governed by the Board.
- In most circumstances, competitive bid is Board policy section 2.07(8), the law of the State, and is best practice regardless of what type of funding is being utilized. Goods and services purchased with public funds should generally be competitively bid or be purchased through competitively bid contracts to leverage the economies of scale and maximize value.
- Whenever possible, the CPO shall implement procedures to maximize bid quantities by consolidating all agencies' requests to obtain optimal bid results when deemed beneficial. Where funds are being spent on items or services and contracts are not available, Board policies direct procurement activities based on the quantity of dollars being expended. Categories are as follows:
  - \$0 to \$5,000
  - \$5,001 to \$25,000
  - \$25,001 to \$50,000
  - Over \$50,001
  - Over \$75,000 (A&Ms) or \$250,000 (OSU) requires Board approval unless Board policy directs differently.

B. Contract management fee, levy, or rebate. The A&M CPO may enter into or award contracts that provide a contract management fee or rebate to offset the costs of the Office of Central Procurement. The A&M CPO may negotiate a contract management fee whenever it is in the best interest of A&M system.

## 5. Supplier registration.

Unless otherwise specified, supplier registration pursuant to this section provides a supplier with notification of bid opportunities. A full registration is required for any supplier selected for award or renewal of a contract.

**Cold Call Registration.** A supplier that is interested in receiving invitations for bid opportunities can complete a cold call registration by using the link in the “Supplier Information” section of the OSU Purchasing website. A supplier must complete the registration in order to receive invitations to bid opportunities.

**Full Registration.** A supplier is required to complete a full registration to be able to receive purchase orders from any A&M Institution.

**Voluntary removal from Supplier List.** A supplier may submit a written request to the Central Purchasing Office to request to be removed from the Supplier List for a category.

## 6. Procurement ethics – prohibited conduct

(a) **Standard of conduct.** The Oklahoma Central Purchasing Act, State Ethics Commission rules and other state laws contain regulations, prohibitions, and penalties governing procurement ethics. Transactions relating to the public expenditure of funds require the highest degree of public trust and impeccable standards of conduct.

(b) **Supplier gratuities.** A supplier or any prospective supplier shall not give or donate anything of value to the A&M CPO or any State employee or agent of the A&M system, acting within the scope of

delegated authority, or any member of the immediate family of the A&M CPO or any state employee or agent of the A&M system, acting within the scope of delegated authority. This subsection shall not apply to exceptions to the definition of "anything of value" established in [rules promulgated by the Oklahoma Ethics Commission](#). [Reference [74 O.S. §85.13](#)]

(c) A&M CPO action upon supplier violation.

(1) The A&M CPO shall suspend or debar a supplier determined to be in violation of provisions of this section.

(2) The A&M CPO shall reject bids submitted by any supplier determined to be in violation of provisions of this section.

(3) The A&M CPO may terminate a contract with any supplier determined to be in violation of provisions of this section, if the termination shall be in the best interest of the State.

## 7. Bid preparation

(a) **Form requirements.** The bidder shall complete and submit all required forms as specified by the solicitation.

(1) Information the bidder submits shall be legibly hand written, typewritten, printed, or electronically conveyed.

(2) Should the bidder alter the form or bid information, the bidder shall initial each alteration.

(3) Any form requiring a bidder's signature submitted to a solicitation shall have an authorized signature.

(4) If a form specifies notarization, the form shall bear the signature and seal of a licensed Notary Public in the manner specified by the laws of the bidder's state.

(b) **Firm bid for sixty (60) days.** A bidder's bid shall be considered a firm bid for sixty (60) days following the bid closing date, unless otherwise stated in the solicitation.

(c) **Bidder travel expenses.** The price a bidder submits in response to a solicitation shall include travel expenses for the bidder to perform the contract. Unless otherwise provided by law, an institution shall not pay travel expenses not specified by the successful solicitation response.

(d) **Tax exemptions.** Institutional acquisitions are exempt from sales taxes and federal excise taxes. Purchases made by suppliers on behalf of an institution are exempt from sales or federal taxes. Purchases made by subcontractors are also exempt from sales or federal excise tax. Subcontractors will be issued a letter that designates the institutions tax exemption status upon request of the general contractor.

(e) **Payment terms.** Suppliers are paid pursuant to 62 O.S. §34.71. Suppliers shall not consider a payment late until forty-five (45) days after institution receipt of invoice.

(f) **Used or new products.** A bidder shall offer new items of current design unless the solicitation specifies used, reconditioned, or remanufactured products are acceptable.

(g) **Price.** Unless the solicitation specifies otherwise, a bidder shall submit a firm, fixed price for the term of the contract.

(h) **Alternate bids.** Unless the solicitation prohibits, a bidder may submit alternate bids. If a bidder submits an alternate bid, the alternate bid shall be a complete bid. The bidder shall clearly identify an alternate bid. If the bidder submits more than one alternate bid, the bidder shall number each alternate bid as "Alternate Bid 1," "Alternate Bid 2,, etc.

(i) **All or none bid.**

(1) Award to more than one bidder. If the solicitation specifies that the A&M CPO may award a contract to more than one bidder, a bidder may indicate on the bid that terms and conditions of the bid are all or none.

(2) Award by item. If the solicitation indicates that the A&M CPO may award the bid to more than one bidder by item, a bidder may indicate that the terms and conditions of the bid are all or none.

- (j) **Bidder delivery.** If the solicitation does not specify a delivery date for goods and/or services, the bidder shall specify the delivery date in the bid.
- (k) **Sample submission.** A solicitation may specify submission of samples of the required items or products when essential to the assessment of product quality during bid evaluation. When required, samples must be received no later than the date and time specified by the solicitation.
1. **Sample identification.** The bidder shall clearly identify the sample the bidder submits by placing the bidder's name, bidder's address, requisition number and closing date/time on both the sample container and on the sample shipping container.
  2. **Sample costs.** The bidder shall pay costs for the sample and submission to the destination.
  3. **Sample requirements.** A bidder shall submit a sample that represents the quality of the whole.
  4. **Sample tests.** Whenever testing is determined necessary by the A&M CPO, appropriate standard testing procedures will be used. All samples submitted may be subject to consumption or destruction as a result of tests by the agency.
  5. **Sample tests costs.** If the sample a bidder submits fails to meet the specification or standards the solicitation requires, the bidder may be required to pay testing costs the acquiring institution incurs.
  6. **Return of sample to bidder.** If return of samples is stipulated in a bidder's solicitation response, samples not destroyed by testing may be returned at the bidder's expense.
  7. **Successful bidder samples.** The A&M CPO may retain samples submitted by the successful bidder to ensure the products or items delivered meet specifications in the solicitation
- (l) **Proof of insurance.** The successful bidder shall provide proof of all insurance required by the solicitation prior to contract award. A supplier who contracts to do work on any campus or property owned or controlled by any Institution within the A&M System shall provide proof of workers' compensation insurance or proof of an alternative or exemption authorized by state law.
- (m) **Subcontractor notice.** If a solicitation specifies submission of information for subcontractors a bidder intends to use for an acquisition, the bidder shall provide the information in the bid.

## 8. Bid documents open for public inspection

- (a) Pursuant to the [Oklahoma Open Records Act](#), documents a bidder submits in a response to a solicitation are public records and shall be available for review, upon request, only after a supplier is selected and the contract is awarded or the solicitation is otherwise closed. An electronic quote, bid, or proposal submitted through an online solicitation process is subject to the same public disclosure laws.
- (b) If the bidder submits information in a response to a solicitation that the bidder considers confidential or proprietary, the bidder shall:
- (1) Specifically identify the information that is confidential or proprietary. Marking the entire bid response confidential is not acceptable;
  - (2) Enumerate the specific grounds, based on applicable laws, which support treatment of the material as exempt from disclosure, and explain why disclosure is not in the best interest to the public; and
  - (3) Conspicuously mark specific section(s) of bid documents indicating which information is confidential.
- (c) The A&M CPO shall review the information and may or may not designate a bidder's financial information or proprietary information as confidential and may or may not reject all requests to disclose the information so designated. [Reference [74 O.S. § 85.10](#)]

## 9. Bid submission

- (a) **Submission location.** Bidders shall submit bids to the location the solicitation specifies.
- (b) **Bid submission contents.** Bidders shall submit all forms, documents, and contents required by a

solicitation as instructed in the solicitation. The legal name and complete address of the bidder, solicitation number, and closing date shall be prominently displayed on each item submitted as specified in the solicitation.

(c) **Submission of non-collusion certification.** The certification shall have an authorized signature certifying the non-collusion statement.

(d) **Bid receipt.** Upon receipt of paper bids, the acquiring institution shall clearly mark the outside of all envelopes or containers with the receipt date and time. Electronic submission of bids must be submitted per the requirements stated within the OK Corral bid platform.

(e) **Late bids.** The A&M CPO shall reject all bids or proposals received after the closing date and time. Unless opened for identification, bids received late will be returned unopened in a timely manner. Electronic bids will not be accepted in the OK Corral electronic solicitation system after the due date and time have passed.

## 10. Bid withdrawal

(a) **Bid withdrawal before closing date.** A bidder who desires to withdraw a bid prior to the closing date shall submit to the A&M CPO a written withdrawal request created on the bidder's company letterhead and signed by the bidder's authorized representative. If a hard copy bid response was sent, the withdrawal request must identify the requested method of return of the proposal, the person authorized to receive the returned bid, the bidder's name, solicitation number, and closing date.

(1) If the bid is to be returned via U.S. Postal Service or other small package carrier, the bidder must provide a method for return shipping charges.

(2) If the bid will be withdrawn in person, the person must provide personal identification to validate they are the person identified in the withdrawal request. After confirmation of identity, the person accepting the withdrawn bid shall sign a receipt for the bid.

(b) **Bid withdrawal after closing date.** Withdrawal of a bid after the closing date shall not be authorized by the A&M CPO unless the bidder can prove a significant error by the bidder exists in the bid. The CPO shall determine whether an error is significant.

## 11. Change to a submitted bid

A bidder who desires to change a bid submitted to an institution before the closing date shall withdraw the submitted bid and submit another bid before the closing date.

## 12. Contract award

(a) **Time of award.** The contract award shall be made upon completion of bid evaluation and associated administrative tasks necessary to complete the acquisition. Institutional personnel shall not announce or reveal their decision regarding supplier evaluation or recommendation for award in any public manner or forum, until the A&M CPO has issued the award of contract.

(b) **Reasons for bid rejection.** The A&M CPO may reject a bid when the bid is determined to be non-responsive or the bid is from a supplier who is not responsible, for reasons including, but not limited to, those listed in Oklahoma Administrative Code Section [260:115-7-32](#).

(c) **Notification of successful bidder.** The A&M CPO shall notify the successful bidder within five (5) business days of the contract award.

(d) **Public inspection.** The evaluation documentation shall be open for public inspection, upon request, following contract award.

## 13. Supplier's Protest

It shall be the process of the OSU and A&M procurement system that any bidder who believes substantial deviation from the purchasing process occurred which deviation resulted in an improper award of a contract may file an administrative appeal. A bidder to an OSU/A&M solicitation is considered a proper party and may appeal the award of a bid or contract to the A&M CPO. The process works as follows:

1. A bidder shall submit written notice to the OSU/A&M buyer who conducted the solicitation process of an appeal of an award of bid or contract within ten (10) calendar days of the award. Appeals received after the ten (10) day period will not be considered.
2. The written appeal shall include, at a minimum, the following:
  - a. The name and address of the proper party/bidder.
  - b. Appropriate identification of the procurement by bid or award number.
  - c. A statement and concise description of the reasons for the appeal. The appeal notice must state the specific bidder objection and details supporting the objection. Failure to specifically communicate the complaint will void the appeal.
  - d. Any available exhibits, evidence, or documents substantiating the appeal.
3. The OSU/A&M buyer shall review the appeal and contract award documents. Written notice of the decision by the OSU/A&M buyer to sustain or deny the appeal will be sent to the bidder within ten (10) calendar days of receipt of the appeal.
4. The bidder may appeal a denial by the OSU/A&M buyer to the A&M CPO. The bidder shall file a written appeal within five (5) calendar days of the date of the OSU/A&M buyer notice of denial.
5. The A&M CPO may consider the appeal or assign it to a designee. The decision to sustain or deny the appeal shall be sent to the bidder by the A&M CPO within a reasonable amount of time. The decision of the A&M CPO is final and there shall be no further administrative remedy.

#### **14. Supplier suspension from Supplier List**

(a) Cause for suspension. The A&M CPO may suspend a supplier in accordance with this section. The suspension shall be for a period of time not to exceed one (1) year for any of the following reasons:

1. a supplier fails to post or allows to expire a bid bond, performance bond, or surety bond, required by a solicitation;
2. a supplier fails to perform pursuant to the contract;
3. a supplier provides acquisitions that fail to meet the requirements of the contract;
4. a supplier fails to deliver an acquisition pursuant to the contract;
5. a supplier fails to timely replace at the supplier's expense acquisitions that fail to meet the requirements of the contract or that have latent defects;
6. a supplier provides the A&M CPO with false, misleading, inaccurate, materially deficient or incomplete information;
7. a supplier fails to keep a bid firm for the period specified in the solicitation after the solicitation closing date;
8. a supplier fails to resolve a dispute with an institution;
9. upon the final decision by the appropriate regulatory authority or court of competent jurisdiction that a supplier engaged in discriminatory practices;
10. a supplier misrepresents, fails to provide, or allows to expire a professional certification required by the solicitation;
11. a supplier colludes with other suppliers to restrain competitive bidding;
12. a supplier provides a state employee with a kickback;

13. the A&M CPO determines, in his or her sole discretion, that a supplier is no longer responsible or qualified to do business with the OSU and A&M System;
  14. a supplier violates any provision of Board of Regents policy or the Oklahoma Central Purchasing Act;
  15. Any other reason the A&M CPO determines appropriate.
- (b) **Suspension notice.** The A&M CPO shall send written notice of suspension to a supplier within five (5) business days of the A&M CPO's determination. The notice shall include the suspension period, which shall begin three (3) business days from the date of the notice and shall expire no later than the end of the period specified in the order.

## **15. Supplier debarment.**

- (a) Cause for debarment. The A&M CPO may debar a supplier for an indefinite period and revoke the supplier's right to be included on the Supplier List, to be eligible to submit bids, to be awarded a contract by an institution and cancel any existing contracts with any institution within the A&M System. Debarment shall be for any of the following reasons:
- (1) Conviction of an individual or business entity guilty of a felony involving fraud, bribery, or corruption;
  - (2) Conviction of an individual or business entity of a misdemeanor involving a gift, donation or gratuity an individual or business entity gives to an official within the A&M System, an immediate family member of an official of the A&M System, or any state employee or agent of the A&M CPO, acting within the scope of delegated authority;
  - (3) Conviction of an individual or business entity of a felony involving the Anti-Kickback Act of 1974; or,
  - (4) Debarment by federal government entities.
- (b) Debarment considerations. The A&M CPO shall consider factors of this subsection when considering debarment of an individual or business entity.
- (1) Disassociation. The efforts, if any, of the individual or business entity, to disassociate itself from individuals and business entities responsible for convictions.
  - (2) Imputed business entity. Conviction of an individual, affiliate, or associate a business entity employs may impute the business entity.
  - (3) Imputed individual. Conviction of a business entity may impute an individual, affiliate, or associate of the business entity.
  - (4) Time period. The period of time during which the acts leading to conviction of the individual or business entity occur.
  - (5) Failure to respond to inquiries. Failure of the individual or business entity to respond to inquiries by the A&M CPO regarding factors that may lead to debarment.
  - (6) Other factors. Any other factors regarding the individual or business entity the A&M CPO determines appropriate.
- (c) A&M CPO options. Upon review and consideration of factors relevant to the proposed debarment of an individual or business entity, the A&M CPO may take one of the following actions:
- (1) Decline to debar. Decline to debar an individual or business entity.
  - (2) Suspension. Suspend an individual or business entity for a period of time up to one year, as the A&M CPO determines appropriate.
  - (3) Debarment. Debar an individual, a business entity, or both beginning three (3) business days from the date of the final order of debarment.
- (d) Debarment notice. If the A&M CPO debars an individual or business entity, the A&M CPO shall notify the individual or business entity in writing.
- (e) Reinstatement after debarment. A debarred individual or business entity may submit a written

request for reinstatement to the A&M CPO. The A&M CPO shall consider information the individual or business entity provides to determine if the individual or business entity merits reinstatement. The A&M CPO shall provide written notice of the reinstatement approval or denial.