

1 STATE OF OKLAHOMA

2 1st Session of the 47th Legislature (1999)

3 COMMITTEE SUBSTITUTE
4 FOR
5 HOUSE BILL NO. 1414

By: Wells

6
7 COMMITTEE SUBSTITUTE

8 An Act relating to school contracts; amending 70 O.S.
9 1991, Section 5-123, which relates to restrictions on
10 the expenditure of certain amounts; deleting certain
11 bidding requirements for certain contracts; deleting
12 certain exceptions to bidding requirements; amending
13 62 O.S. 1991, Section 310.9, as last amended by
14 Section 6, Chapter 365, O.S.L. 1998 (62 O.S. Supp.
15 1998, Section 310.9), which relates to sworn
16 statements for certain invoices; limiting application
17 of sworn statement requirement; amending 74 O.S.
18 1991, Section 3109, as last amended by Section 13,
19 Chapter 365, O.S.L. 1998 (74 O.S. Supp. 1998, Section
20 3109), which relates to requirements for certain
21 affidavits; limiting application to affidavit
22 requirement; providing an effective date; and
23 declaring an emergency.

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

SECTION 1. AMENDATORY 70 O.S. 1991, Section 5-123, is
amended to read as follows:

Section 1. No expenditure involving an amount greater than Five
Hundred Dollars (\$500.00) shall be made by a board of education
except in accordance with the provisions of a written contract or
purchase order, ~~and no contract involving an expenditure of more
than Seven Thousand Five Hundred Dollars (\$7,500.00) for the purpose
of erecting any public building or making any improvements shall be
made except upon sealed proposals and to the lowest responsible
bidder. Provided, this section shall not be construed to prohibit a
school district from erecting a building or making improvements on a
force account basis. Contracts with any state agency for the~~

1 ~~purpose of emergency asbestos abatement shall be exempt from the~~
2 ~~provisions of this section.~~

3 SECTION 2. AMENDATORY 62 O.S. 1991, Section 310.9, as
4 last amended by Section 6, Chapter 365, O.S.L. 1998 (62 O.S. Supp.
5 1998, Section 310.9), is amended to read as follows:

6 Section 310.9 A. Except as provided in subsections B and C of
7 this section, on every invoice submitted to any county or political
8 subdivision of the state, for payment of an architect, contractor,
9 engineer or supplier of materials of One Thousand Dollars
10 (\$1,000.00) or more, the sworn statement required by Section 3109 of
11 Title 74 of the Oklahoma Statutes shall be required.

12 B. Any county, or municipality ~~or school district~~ executing a
13 contract with any architect, contractor, supplier or engineer for
14 work, services or materials which are needed on a continual basis
15 from such architect, contractor, supplier or engineer under the
16 terms of such contract, or executing more than one contract during
17 the fiscal year with such architect, contractor, supplier or
18 engineer, may require that the architect, contractor, supplier or
19 engineer complete a signed and notarized affidavit in substantial
20 form as provided by subsection A of this section which shall apply
21 to all work, services or materials completed or supplied under the
22 terms of the contract or contracts and shall be in lieu of all
23 individual affidavits for each invoice submitted in relation to such
24 contract or contracts as required in subsection A of this section.

25 C. In lieu of the affidavit required in subsection A of this
26 section, the following procedures may be used:

27 1. A purchase order issued by a county or a political
28 subdivision of the state shall require the signature of the vendor
29 and include a notice to the vendor that the vendor's submission of
30 the signed invoice or acceptance of payment pursuant to the purchase
31 constitutes a statement by the vendor that:

32 a. the invoice or claim is true and correct,

1 invoice or claim is true and correct. Affiant further states that
2 the (work, services or materials) as shown by this invoice or claim
3 have been (completed or supplied) in accordance with the plans,
4 specifications, orders or requests furnished the affiant. Affiant
5 further states that (s)he has made no payment directly or indirectly
6 to any elected official, officer or employee of the State of
7 Oklahoma, any county or ~~local~~ political subdivision of the state, of
8 money or any other thing of value to obtain payment of the invoice
9 or procure the contract or purchase order pursuant to which an
10 invoice is required.

11 _____
12 (Contractor, supplier or engineer)

13 Subscribed and sworn to before me this ____ day of _____, 19__.

14 _____
15 Notary Public (or Clerk or Judge)

16 _____
17 Architect

18 Subscribed and sworn to before me this ____ day of _____, 19__.

19 _____
20 Notary Public (or Clerk or Judge)

21 A notarized statement of noncollusion shall not be required on
22 purchase orders to procure materials and equipment; provided, this
23 provision shall not exempt the requirement for a notarized statement
24 of noncollusion on invoices for services or materials and equipment.

25 B. Any county or municipality ~~or school district~~ executing a
26 contract with any architect, contractor, supplier or engineer for
27 work, services or materials which are needed on a continual basis
28 from such architect, contractor, supplier or engineer under the
29 terms of such contract, may require that the architect, contractor,
30 supplier or engineer complete a signed and notarized affidavit in
31 substantial form as provided by subsection A of this section which
32 shall apply to all work, services or materials completed or supplied

1 under the terms of the contract and shall be in lieu of all
2 individual affidavits for each invoice submitted in relation to such
3 contract as required in subsection A of this section.

4 C. In lieu of the affidavit required in subsection A of this
5 section, the following procedures may be used:

6 1. A purchase order issued by a county or a ~~local~~ political
7 subdivision of the state shall require the signature of the vendor
8 and include a notice to the vendor that the vendor's submission of
9 the signed invoice or acceptance of payment pursuant to the purchase
10 constitutes a statement by the vendor that:

11 a. the invoice or claim is true and correct,

12 b. the work, services or materials as shown by the
13 invoice or claim have been completed or supplied in
14 accordance with the plans, specifications, orders or
15 requests furnished the vendor, and

16 c. the vendor has made no payment, directly or
17 indirectly, to any elected official, officer or
18 employee of this state or any county or local
19 subdivision of the state, of money or any other thing
20 of value to obtain payment;

21 2. Any vendor who submits the signed invoice or accepts payment
22 pursuant to a purchase order containing the notice provided for in
23 paragraph 1 of this subsection shall be deemed to adopt and affirm
24 the statement contained in the notice unless the vendor states on
25 the invoice that the statement is incorrect in whole or in part; and

26 3. The county or ~~local~~ political subdivision may recover from
27 the vendor the full amount paid pursuant to the purchase order if
28 the statement adopted and affirmed by the vendor is false.

29 D. The provisions of this section shall not apply to school
30 districts.

31 SECTION 4. This act shall become effective July 1, 1999.
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1 SECTION 5. It being immediately necessary for the preservation
2 of the public peace, health and safety, an emergency is hereby
3 declared to exist, by reason whereof this act shall take effect and
4 be in full force from and after its passage and approval.

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