

The School District of Greenville County

PROCUREMENT REGULATIONS

Regulation #1

Regulations for the procurement of goods and services for The School District of Greenville County, hereafter referred to as the District, are promulgated under the authority of the Board of Trustees of the District.

A. APPLICATION

These Regulations, issued by the Board of Trustees of The School District of Greenville County, hereafter referred to as the Board, establish policies and procedures relating to the procurement, management, control, and disposal of supplies, services, equipment, information technology, and construction, as applicable, under the authority of Section 11-35-70 of the South Carolina Consolidated Procurement Code and the Code of Laws of South Carolina, Sections 59-5-60, 59-23-40 and 59-23-190 (all 1976, as amended), concerning school construction.

Nothing contained in these Rules and Regulations shall be construed to waive any rights, remedies, or defenses the District might have under any of the laws of the State of South Carolina.

B. ORGANIZATIONAL AUTHORITY (Procurement Code V.3.)

1. Superintendent

The Superintendent, acting on behalf of the Board, shall have the responsibility to audit and monitor the implementation of these Regulations and requirements of the Procurement Code of the District, including all rights, powers, duties, and authority relating to the procurement of supplies, services, equipment, and information technology, and to the management, control, warehousing, sale, and disposal of supplies, equipment, construction, information technology, and services.

The Superintendent shall be responsible for developing such organizational structure as necessary to implement the provisions of the Procurement Code and these Regulations.

2. Purchasing Agent

The Superintendent hereby delegates the following responsibilities to the Purchasing Agent:

- a. developing a system of procurement training.
- b. overseeing the acquisition of goods and services for the District.
- c. overseeing the acquisition of procurements for Information Technology.
- d. overseeing the implementation and activities of the District disposal program.

The Purchasing Agent shall be any person authorized by the Superintendent, in accordance with the Code, to enter into and administer contracts and make determinations and findings with respect thereto. Such designee shall share, but in no way reduce, the responsibility and liability of the Superintendent in matters relating to Procurement.

3. The Superintendent hereby delegates to the:
 - Coordinator of School Facilities Planning (Major Construction) and to the
 - Coordinator of Operations and Maintenance (Minor Construction)

responsibility for all procurements involving land surveying services, architectural and engineering services, construction, and construction management.

C. TYPES OF PROCUREMENT

In order to procure supplies, services, and equipment under provisions of the School District Procurement Code and accompanying Regulations in such a manner as to promote competition while considering the administrative cost of such procurements, the following methods of source selection are described:

1. **Small Purchases (Procurement Code VI.B.8.)**

In accordance with Regulation 18, repetitive type items can be procured on an informal basis addressing competition at certain dollar limits. This method includes blanket purchase agreements.

2. **Competitive Sealed Bidding (Procurement Code VI.B.5.)**

In accordance with Regulations 5 through 16, procurements above \$10,000 shall be based upon formal bid requirements for which bid specifications can be developed to assure competition requiring a minimum number of bidders. An award shall be made to the lowest responsive and responsible bidder.

3. **Competitive Sealed Proposals (Procurement Code VI.B.6.)**

In accordance with Regulation 17, procurements may be made by competitive sealed proposals above \$10,000 that are highly technical or complex in nature and do not lend themselves to formal competitive sealed bidding. Competitive sealed proposals should include, but not be limited to, the general scope of the proposal, criteria for selection, information required to be submitted, activities to be performed, and relevant costs. An award shall be made to the offeror whose proposal is considered to be the most advantageous to the District.

4. Sole Source Procurement (Procurement Code VI.B.9.)

In accordance with Regulation 19, a procurement may be made from a sole source based upon a determination by either the Superintendent or his designee above the level of the Purchasing Agent.

5. Emergency Procurement (Procurement Code VI.B.10.)

In accordance with Regulation 20, the Superintendent, the Purchasing Agent, or the designee of either office may make or authorize emergency procurements as provided for in the Procurement Code and Regulations.

6. Fixed Price Bidding (Procurement Code VI.B.2)

In accordance with Regulation 5, procurements may be made by Fixed Price Bidding when it is advantageous to the District to establish a set, fixed price for which it shall pay for materials and services for the duration of a term established in the bid.

7. Competitive Best Value Bidding (Procurement Code VI.B.3)

In accordance with Regulation 5, procurements may be made by Competitive Best Value Bidding when evaluation factors can be fairly established and when in the best interest of the District.

8. Competitive On-line Bidding (Procurement Code VI.B.4)

In accordance with Regulation 5, procurements may be made by Competitive On-line bidding when it is in the best interest of the District. Adherence to the principles of competition, fairness and confidentiality shall be ensured when this method is used.

9. Procurement at Auction (Procurement Code VI.B.11)

In accordance with Regulation 5, procurements may be made at auction when in the best interest of the District. The usefulness, quality and fair-market value of material shall be assured by the Purchasing Agent or his designee prior to the use of this method.

Regulation #2

EXEMPTIONS (Procurement Code V.A.4)

A. GENERAL APPLICATION

Items exempted shall be procured by the District in the manner determined to be in the best interest of the District.

Regulation #3

DELEGATION OF AUTHORITY (Procurement Code V.A.3)

The provisions of these Regulations apply to every delegation of authority by the Superintendent.

A. UNAUTHORIZED PROCUREMENTS

The ratification of an act obligating the District in a contract by any person without the requisite authority to do so by an appointment or delegation under the Procurement Code rests with the Superintendent or his designee. It is prohibited for the Purchasing Agent to ratify such acts.

1. Corrective Action and Liability

The Superintendent or his designee shall prepare a written determination as to the facts and circumstances surrounding the act, what corrective action is being taken to prevent a recurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable. If the price is unreasonable, the individual may be held pecuniarily liable for the difference.

Regulation #4

AUTHORITY TO CONTRACT FOR SERVICES

A. CONSULTANT SERVICES

For the purposes of these Regulations, consultant services shall be defined as follows:

An individual, partnership, corporation, or any other legally established organization performing consulting services for or providing consulting advice to the District, or any group or organization over whom the District has the right of control as to the result to be accomplished but not as to the details or means by which that result is to be accomplished.

Services which fall within this definition shall be procured in accordance with the Procurement Code and these Regulations.

B. EMPLOYEE SERVICES

For the purposes of these Regulations, employee services shall be defined as follows:

An individual performing services for the District, or any group or organization over whom the District has the right of control not only as to the result to be accomplished by the work but also as to the details and means by which that work is to be accomplished.

Services which fall within this definition shall be procured in accordance with the District personnel policies and procedures.

C. AUDITING SERVICES (Procurement Code V.A.6.e.)

Prior to the award of any contract for auditing or accounting services, approval for such services shall be obtained from the Board. Procurement of such services shall be made in accordance with the Procurement Code and these Regulations.

D. LEGAL SERVICES (Procurement Code V.A.6.f.)

Prior to the award of any contract for the services of attorneys, approval for such services shall be obtained from the Board. Procurement of such services shall be made in accordance with the Procurement Code and these Regulations.

E. CERTAIN PROFESSIONAL SERVICES (Procurement Code V.A.6.g.)

The District, needing to procure any professional services which are customarily procured on a fee basis rather than by competitive bidding, shall have the authority to do so.

Regulation #5

COMPETITIVE SEALED BIDDING (Procurement Code VI.B.5)

The Invitation for Bids shall be used to initiate a competitive, sealed bid procurement and shall include the following:

- A. instruction and information to bidders concerning bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information;
- B. the purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description;
- C. the contract terms and conditions, including warranty and bonding or other security requirements, as applicable; and
- D. instructions to bidders to visibly mark as "Confidential" each part of their bid which they consider to be proprietary information. Bidding time will be set to provide bidders a reasonable time to prepare their bids. A minimum of seven (7) days shall be provided unless a shorter time is deemed necessary for a particular procurement by the Purchasing Agent or his designee.

Regulation #6

BIDDERS LISTS (Procurement Code VI.B.5.c)

To prevent excessive administrative costs of a procurement, a bidders list should be used in a way that will promote competition commensurate with the dollar value of the purchase to be made, as follows:

A. \$1,500.01 to \$5,000

Solicitation of verbal or written quotes from a minimum of three (3) qualified sources shall be made.

B. \$5,000.01 to \$10,000

Solicitation of written quotes from a minimum of three (3) qualified sources shall be made.

C. \$10,000.01 to \$25,000

Written solicitation of written quotes from qualified sources shall be made. All solicitations shall be advertised at least once in the South Carolina Business Opportunity publication or a newspaper servicing the region.

D. Over \$25,000

Written solicitation of sealed bids from qualified sources shall be made. All sealed bids shall be advertised at least once in the South Carolina Business Opportunity publication or a newspaper servicing the region.

If the minimum number of qualified bidders required under this Regulation cannot be solicited, the Purchasing Agent shall certify in writing that all known sources were solicited. The fact that an entire bidders list for a commodity is not used shall not in itself preclude furnishing a bid request to a supplier not included in the solicitation.

Bidders not responding to three (3) consecutive bid requests may be placed on an inactive status. Bidders may reapply to the Purchasing Agent for reinstatement to the active bidders list. A bidder returning a bid marked "no bid" to the District shall be considered as responding.

Bidders who have either been debarred or suspended pursuant to Section XIV.B. of the Procurement Code cannot be placed on the District bidders list until the debarment or suspension period has been fulfilled.

Regulation #7

RECEIPT AND SAFEGUARDING OF BIDS (Procurement Code VI.B.5.e)

A. PROCEDURES PRIOR TO BID OPENING

All bids, including modifications, received prior to the time of opening shall be kept secure and, except as provided in "B" below, unopened in a file. If an Invitation for Bids is canceled, bids shall be returned to the bidders. Necessary precautions shall be taken to insure the security of the bid file.

Prior to bid opening, information concerning the identity and number of bids received shall be made available only to District employees, and then only on a "need to know" basis.

When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before bid opening.

B. UNIDENTIFIED BIDS

Unidentified bids may be opened solely for the purpose of identification, and then only by an official specifically designated for this purpose by the Purchasing Agent or his designee. If a sealed bid is opened by mistake, the person who opened the bid will immediately write his signature and position on the envelope and deliver it to the Purchasing Agent. The Purchasing Agent or buyer shall immediately write on the envelope an explanation of the opening, the date and time opened, the Invitation for Bids number, and his/her signature. The envelope shall be resealed immediately.

Regulation #8

BID OPENING (Procurement Code VI.B.5.f)

A. PROCEDURES

The Purchasing Agent or buyer shall decide when the time set for bid opening has arrived, and shall so declare it to those present. He shall then personally and publicly open all bids received prior to that time and, when practicable, read them aloud to those persons present and have the bids recorded. The amount of each bid and such other relevant information, together with the name of each bidder, shall be tabulated. The tabulation shall be open to public inspection after the bid opening by appointment only.

B. POSTPONEMENT OF BID OPENING

An amendment postponing a bid opening may be issued by the Purchasing Agent or buyer for any of the following reasons:

1. causes beyond the control of the bidders;(e.g., flood, fire, accident, weather conditions)
2. when emergency or unanticipated events interrupt normal District operations; or
3. when it is determined to be in the best interest of the District.

C. DISCLOSURE OF BID INFORMATION

Only the information disclosed by the Purchasing Agent or designee at the bid opening is considered to be public information under the Freedom of Information Act, Chapter 4 of Title 30, until the award is made.

Regulation #9

BID ACCEPTANCE AND BID EVALUATION (Procurement Code VI.B.5.g)

When necessary for the best interest of the District, bid criteria to determine acceptability may include inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be measurable costs to include, but not be limited to, discounts, transportation costs, and total or life-cycle costs.

Regulation #10

TELEGRAPHIC BIDS

As a general rule, telegraphic bids will not be authorized. When, in the judgment of the Purchasing Agent, the date set for the opening of bids will not allow bidders sufficient time to prepare and submit bids on the prescribed forms or when prices are subject to frequent changes, telegraphic bids may be authorized.

Regulation #11

REJECTION OF BIDS

A. APPLICATION

Unless there is a compelling reason to reject one or more bids, award will be made to the lowest responsible and responsive bidder. Every effort shall be made to anticipate changes in a requirement prior to the date of opening and to notify all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids and preventing the unnecessary exposure of bid prices.

As a general rule after opening, an Invitation for Bids should not be canceled and re-advertised due solely to increased requirements for the items(s) being procured. Award should be made on the initial Invitation for Bids and the additional quantity required should be treated as a new procurement.

B. CANCELLATION OF BIDS PRIOR TO AWARD

When it is determined prior to an award, but after opening, that the requirements relating to the availability and identification of specifications have not been met, the Invitation for Bids shall be canceled. Invitations for Bids may be canceled after bid opening but prior to award, when such action is consistent with "A" above and the Purchasing Agent determines in writing that:

1. inadequate or ambiguous specifications were cited in the invitation;
2. specifications have been revised;
3. the supplies or services being procured are no longer required;
4. the invitation did not provide for consideration of all factors of cost to the District, such as the cost of transporting District furnished property to the bidders' plants;
5. the bids received indicate the needs of the District can be satisfied by a less expensive article differing from that on which the bids were invited;
6. all otherwise acceptable bids received are at unreasonable prices;
7. the bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith; or
8. for other reasons, cancellation is in the best interest of the District.

Determinations to cancel Invitations for Bids shall state the reasons therefore.

C. EXTENSION OF BID ACCEPTANCE PERIOD

Should administrative difficulties be encountered after bid opening which may delay award beyond bidders' acceptance periods, the several lowest bidders should be required, before expiration of their bids, to extend the bid acceptance period with consent of sureties, if any, in order to avoid the need for re-advertisement.

Regulation #12

REJECTION OF INDIVIDUAL BIDS

A. GENERAL APPLICATION

Any bid that fails to conform to the essential requirements of the Invitation for Bids shall be rejected.

B. ALTERNATE BIDS

Any bid that does not conform to the specifications contained or references in the Invitation of Bids may be rejected unless the invitation authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the invitation.

C. NON-RESPONSIVE BIDS

Any bid that fails to conform to the delivery schedule or permissible alternate thereto stated in the Invitation for Bids may be rejected as non-responsive.

D. MODIFICATIONS OF REQUIREMENTS BY BIDDER

Ordinarily, a bid should be rejected when the bidder attempts to impose conditions which would modify requirements of the Invitation for Bids or limit his liability to the District, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids should be rejected in which the bidder:

1. attempts to protect himself against future changes in conditions, such as increased costs, if the total possible cost to the District cannot be determined;
2. fails to state a price and, in lieu thereof states that the price shall be "price in effect at the time of delivery";
3. states a price but qualifies such price as being subject to "price in effect at the time of delivery";
4. conditions or qualifies his bid, when not authorized by the invitation, by stipulating that his bid is to be considered only if, prior to the date of award, the bidder receives or does not receive award under a separate procurement;
5. requires the District to determine that the bidder's product meets specifications; or
6. limits the rights of the District under any contract clause.

The lowest responsive and responsible bidder may be requested to delete objectionable conditions from his bid provided that these conditions do not go to the substance, as distinguished from the form, of the bid or work an injustice on other bidders.

E. PRICE UNREASONABLENESS

Any bid may be rejected if the Purchasing Agent determines in writing that the price is unreasonable.

F. BID SECURITY REQUIREMENT

Bid security is required for all competitive sealed bidding for construction projects in excess of one hundred thousand dollars and for such other contracts as may be prescribed by the District.

Bid security is a bond provided by a surety company meeting the criteria established by the regulations of the Board or otherwise supplied in a form which may be established by regulation of the Board.

G. UNSIGNED BIDS

Unsigned bids shall be rejected unless a representative of the company is present at the bid opening and if discovery is made prior to the reading of any bids for that procurement. The representative may be allowed to sign the bid.

H. EXCEPTIONS TO REJECTION PROCEDURES

Any bid received after the Purchasing Agent or designee has declared that the time set for bid opening has arrived, shall be rejected unless the bid was in the possession of the Purchasing office and had been misplaced by employees in that office.

In that event, the Superintendent, the Purchasing Agent, or Buyer shall annotate the bid tabulation and consider the misplaced bid along with the other previously received bids.

Regulation #13

ALL OR NONE QUALIFICATIONS

Unless the Invitation for Bids so provides, a bid is not rendered non-responsive by the fact that the bidder specifies that the award will be accepted only on all, or a specified group, of the items included in the invitation. However, bidders shall not be permitted to withdraw or modify “all or none” qualifications after bid opening, since such qualification is substantive and affects the rights of other bidders.

Regulation #14

**MINOR INFORMALITIES AND IRREGULARITIES IN BIDS
(Procurement Code VI.B.5.1)**

A minor informality or irregularity is one that is merely a matter of form or is some immaterial variation from the exact requirements of the Invitation for Bids having no effect, or merely a trivial or negligible effect, on price, quality, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of or be otherwise prejudicial to other bidders. The Purchasing Agent shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in his bid or waive any such deficiency where it is to the advantage of the District. Such communication or determination shall be in writing.

Examples of minor informalities or irregularities include, but are not limited to the following:

- A. failure to return the number of copies of signed bids required by the invitation;
- B. failure to furnish the required information concerning the number of the bidder's employees or failure to make a representation of his size status;
- C. failure to sign his bid, but only if :
 - 1. the firm submitting the bid has formally adopted or authorized the execution of documents by typewritten, printed, or rubber-stamped signature and submits evidence of such authorization and the bid carries such a signature; or
 - 2. the unsigned bid is accompanied by other material indicating the bidder's intention to be bound by the unsigned document, such as the submission of a bid guarantee with the bid or a letter signed by the bidder with the bid referring to and clearly identifying the bid itself.
- D. failure to acknowledge receipt of an amendment to an Invitation for Bid, but only if:
 - 1. the bid received clearly indicates that the bidder received the amendment, such as where the amendment added another item to the Invitation for Bids and the bidder submitted a bid thereon;
 - 2. the amendment clearly would have no effect or merely a trivial or negligible effect on price, quality, quantity, delivery, or the relative standing of bidders, such as an amendment correcting a typographical error in the name of the District.
- E. failure to furnish an affidavit concerning affiliates, if required;
- F. failure to execute the certifications with respect to Equal Opportunity and Affirmative Action Programs;
- G. failure of a bidder to furnish cut sheets or product literature;
- H. failure of a bidder to furnish certificates of insurance;

- I. failure of a bidder to furnish financial statements;
- J. failure of a bidder to furnish references;
- K. failure of a bidder to furnish its bidder number; and
- L. notwithstanding Section 40-11-180, the failure of a bidder to indicate his contractor's license number or other evidence of licensure, provided that no contract shall be awarded to the bidder unless and until the bidder is properly licensed under the laws of South Carolina.

Regulation #15

**CORRECTION OR WITHDRAWAL OF BIDS;
CANCELLATION OF AWARDS
(Procurement Code VI.B.5.h)**

A. GENERAL PROCEDURE

A bidder or offeror must submit in writing a request to withdraw a bid to either the Superintendent, Purchasing Agent, or Buyer. Each written request must document the fact that the bidder's or offeror's mistake is clearly an error that will cause him substantial loss.

B. CORRECTION CREATES LOW BID

To maintain the integrity of the competitive sealed bidding system, a bidder shall not be permitted to correct a bid mistake after bid opening that would cause such bidder to have the low bid unless the mistake, in the judgment of the Purchasing Agent, is clearly evident from examining the bid documents, e.g., extension of unit prices or errors in addition.

C. CANCELLATION OF AWARD PRIOR TO PERFORMANCE

When it is determined after an award has been issued but before performance has begun that the District's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either rewarded or a new solicitation issued, if the Chief Procurement Officer determines in writing that:

- (1) Inadequate or ambiguous specifications were cited in the invitation;
- (2) Specifications have been revised;
- (3) The supplies or services being procured are no longer required;
- (4) The invitation did not provide for consideration of all factors of cost to the District, such as cost of transporting District furnished property to bidders' plants;
- (5) Bids received indicated that the needs of the District can be satisfied by a less expensive article differing from that on which the bids were invited;
- (6) The bids were not independently arrived at in open competition, were collusive, or were submitted in bad faith;
- (7) Administrative error of the procuring agency discovered prior to performance, or
- (8) For other reasons, cancellation is clearly in the best interest of the District.

Regulation #16

AWARD

(Procurement Code VI.B.5.j)

A. APPLICATION

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids.

B. TIME OF AWARD

The contract award shall be made within sixteen (16) days from the bid opening unless the Superintendent or the Purchasing Agent shall determine that a longer review time is necessary. Notice of a time extension shall be given to each bidder by the Superintendent or the Purchasing Agent.

C. NOTICE OF AWARD

Written notice of award shall be sent to the successful bidder in all procurements over \$25,000 or handled as an Invitation for Bid. Notice of Award shall be made available to the public on request and shall be posted at the location announced at the bid opening.

Regulation #17

COMPETITIVE SEALED PROPOSALS (Procurement Code VI.B.6)

A. REQUEST FOR PROPOSALS

The provisions of Regulations #6 shall apply to implement the requirements of Procurement Code Sections VI.B.6.b. , “Request for Proposals”, and VI.B.6.c., “Public Notice”.

B. RECEIPT AND SAFEGUARDING OF PROPOSALS

The provisions of Regulation #7 shall apply for the receipt and safeguarding of proposals.

C. RECEIPT OF PROPOSALS

For the purpose of implementing Section VI.B.6.d., “Receipt of Proposals”, the requirements listed below shall be followed:

1. Proposals shall be opened publicly by the Purchasing Agent or designee in the presence of one or more witnesses at the time and place designated in the Request for Proposals.
2. A tabulation of those offering a proposal shall be made public record.
3. Contents of competing offers shall not be disclosed during the process of negotiation.
4. All offerors must visibly mark as “confidential” each part of their proposal that they consider to be proprietary information.

D. EVALUATION OF PROPOSALS

The provision of Regulation #9 shall apply to implement the requirements of Section VI.B.6.f. of the Procurement Code.

E. OTHER APPLICABLE PROVISIONS

The provisions of the following Regulations shall apply to Competitive Sealed Proposals:

1. Regulation #10 - Telegraphic Bids;
2. Regulation #11 - Rejection of Bids;
3. Regulation #12 - Rejection of Individual Bids;
4. Regulation #13 - All or None Qualifications
5. Regulation #14 - Minor Informalities and Irregularities in Bids; and
6. Regulation #15 - Correction or Withdrawal of Bids; Cancellation of Awards.

Regulation #18

SMALL PURCHASES AND OTHER SIMPLIFIED PURCHASING PROCEDURES (Procurement Code VI.B.5)

A. AUTHORITY

Any procurement under this Regulation not exceeding \$1,500 may be made by the District provided, however, that procurement requirements shall not be artificially divided by the District so as to constitute a small purchase.

Procurements of supplies, services, equipment, or construction initially estimated to exceed \$1,500 shall not be made by the small purchase method, even though resulting awards do not exceed such amounts.

Related items such as small hardware items or small parts for vehicles may be included in one solicitation and the award made on an “all or none” basis. In such cases, suppliers shall be advised of this award procedure when quotations are requested.

B. COMPETITION AND PRICE REASONABLENESS

1. Purchases Not in Excess of \$1,500

Small purchases not exceeding \$1,500 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. The Purchasing Agent or designee indicates by signature on the requisition that the “price is fair and reasonable” Such purchases shall be distributed equitably among qualified suppliers. When practical, a quotation will be solicited from other than the previous suppliers prior to placing a repeat order.

The administrative cost of verifying the reasonableness of the price of purchase “not in excess of” may more than offset potential savings in detecting instances of overpricing. Therefore, action to verify the reasonableness of the price need be taken only when the Purchasing Agent or designee suspects that the price may not be reasonable, e.g. comparison to the previous price paid or personal knowledge of the item involved.

2. Purchases from \$1,500.01 to \$5,000

Solicitation of verbal or written quotes from a minimum of three qualified sources of supply shall be made.

It shall be documented that the procurement is to the advantage of the District, price and other factors considered. Such documentation shall be attached to the purchase requisition.

3. Purchases from \$5,000.01 to \$10,000

Solicitation of written quotes from a minimum of three qualified sources of supply shall be made. It shall be documented that the procurement is to the advantage of the District, price and other factors considered. Such documentation shall be attached to the purchase requisition.

When prices are solicited by telephone, the vendors shall be requested to furnish written evidence of their quotations.

4. Purchases from \$10,000.01 to \$25,000

Written solicitation of written quotes from qualified sources of supply shall be made. The procurement shall be advertised at least once in the South Carolina Business Opportunities publication or a newspaper serving the region. A copy of the written solicitation and the written quotes shall be attached to the purchase requisition. The award shall be made to the lowest responsive and responsible source.

PROTEST RIGHTS -- The provisions of Article XIV Section A of the District Procurement Code shall not apply to contracts awarded under this small purchase order procedure, items 1, 2, 3, and 4 above.

5. Purchases in excess of \$25,000

Written solicitation of written sealed bids from qualified sources shall be made. The procurement shall be advertised at least once in the South Carolina Business Opportunities publication or a newspaper serving the region. A copy of the written solicitation and the written sealed bids shall be attached to the purchase requisition. The award shall be made to the lowest responsive and responsible source.

Purchases in excess of \$25,000 (unless otherwise specified) will be handled in accordance with the Sealed Bid procedures as outlined in Regulations #5 through #17.

C. ESTABLISHMENT OF BLANKET PURCHASE AGREEMENTS

1. General

A blanket purchase agreement is a simplified method of filling anticipated repetitive needs for small quantities of supplies or services by establishing “charge accounts” with qualified sources of supply. Blanket purchase agreements are designed to reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase documents.

2. **Alternate Sources**

To the extent practicable, blanket purchase agreements for items of the same type should be placed concurrently with more than one supplier. All competitive sources shall be given an equal opportunity to furnish supplies or services under such agreements.

3. **Terms and Conditions**

Blanket purchase agreements shall contain the following provisions:

- a. **Description of agreement** -- a statement that the supplier shall furnish the supplies or services described therein in general terms, if and when requested by the Purchasing Agent or his authorized representative, during a specified period and within a stipulated aggregate amount, if any. Blanket purchase agreements may encompass all items that the supplier is in a position to furnish.
- b. **Extent of obligation** -- a statement that the District is obligated only to the extent of authorized calls actually placed against the blanket purchase agreement.
- c. **Notice of individuals authorized to place calls and dollar limitations** -- a provision that a list of names of individuals authorized to place calls under the agreement, identified by organizational component, and the dollar limitation per call for each individual shall be furnished to the supplier by the Purchasing Agent.
- d. **Delivery tickets** -- a requirement that all shipments under the agreement, except subscriptions and other charges for newspapers, magazines, or other periodicals, shall be accompanied by delivery tickets or sales slips which shall contain the following minimum information:
 - i. name of supplier;
 - ii. blanket purchase agreement number;
 - iii. date of call;
 - iv. call number;
 - v. itemized list of supplies or services furnished;

- vi. quantity, unit price, and extension of each item less applicable discounts. (Unit price and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information.); and
 - vii. date of delivery of the shipment.
- e. **Invoices** -- One of the following procedures should be used when invoicing:
- i. A summary invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value, and supported by receipted copies of the delivery tickets.
 - ii. An itemized invoice shall be submitted at least monthly or upon expiration of the blanket purchase agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. Such invoices need not be supported by copies of delivery tickets.
 - iii. When billing procedures provide for an individual invoice for each delivery, these invoices shall be accumulated, provided that a consolidated payment will be made for each specified period and the period of any discounts will commence on the final date of the billing period or on the date of receipt of invoices for all deliveries accepted during the billing period, whichever is later.

This procedure should not be used if the accumulation of the individual invoices materially increases the administrative costs of this purchase method.

- iv. An invoice for subscriptions or other charges for newspapers, magazines, or other periodicals shall show the starting and ending dates and shall state either that orders have been placed in effect or will be placed in effect upon receipt of payment.

D. COMPETITION UNDER BLANKET PURCHASE AGREEMENTS

Calls against blanket purchase agreements shall be placed after prices are obtained. When concurrent agreements for similar items are in effect, calls shall be equitably distributed. In those instances where there is an insufficient number of blanket purchase agreements for any given class of supplies or services to assure adequate competition, the individual placing the order shall solicit quotations from other sources.

E. CALLS AGAINST BLANKET PURCHASE AGREEMENTS

Calls against blanket purchase agreements generally will be made orally, except that informal correspondence may be used when ordering against agreements outside the local trade area. Written calls may be executed on a District purchase order form. Documentation of calls shall be limited to essential information.

F. RECEIPT AND ACCEPTANCE OF SUPPLIES AND SERVICES

Acceptance of supplies or services shall be indicated by signature and date on the appropriate form by the authorized District representative after verification and notation of any exceptions. A sales slip or delivery ticket may also be used for receipt and acceptance of purchases.

G. REVIEW PROCEDURES

The Purchasing Agent or designee shall review blanket purchase agreement files at least semi-annually to assure that authorized procedures are being followed. Blanket purchase agreements shall be issued for a period not longer than twelve (12) months.

H. PRINTING SERVICES

1. General Procedures

- a. Printing and printing-related items produced by the District's duplicating and printing facilities must be justified on a cost basis.
- b. Planned printing equipment procurements having communications compatibility with any other equipment and/or a stored program capability shall be included in District information technology plans.

Regulation #19

SOLE SOURCE PROCUREMENTS (Procurement Code VI.B.9)

A. APPLICATION

The provisions of this Regulation shall apply to all sole source procurements unless emergency conditions, as defined in Regulation #20.B., exist.

B. EXAMPLES OF SOLE SOURCE ITEMS

Sole source procurement is not permissible unless there is only a single supplier. The following are examples of circumstances which could necessitate sole source procurement:

1. the compatibility of equipment, accessories, or replacement parts is the paramount consideration;
2. a sole supplier's item is needed for trial use or testing;
3. a sole supplier's item is to be procured for resale;
4. public utility services are to be procured;
5. the item is one of a kind; and
6. printed forms, pamphlets, and brochures, exclusive of printing equipment.

The determination as to whether or not a purchase shall be made as a sole source procurement shall be made by either the Superintendent or his designee above the level of the Purchasing Agent. Any delegation of authority by the Superintendent or his designee with respect to sole source determinations shall be in writing. Such determination and the basis thereof shall be in writing. Such officer may specify the application of such determination and the duration of its effectiveness. In case of reasonable doubt, competition should be solicited. Any request that a procurement be restricted to one potential contractor shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

Regulation #20

EMERGENCY PROCUREMENTS (Procurement Code VI.B.10)

A. APPLICATION

The provisions of this Regulation apply to every procurement made under emergency conditions that will not permit other source selection methods to be used.

B. DEFINITION

An emergency condition is a situation that creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, fire loss, or such other reason as may be proclaimed by either the Superintendent or his designee. The existence of such conditions must create an immediate and serious need for supplies, services, equipment, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. the functioning of the District;
2. the preservation or protection of property; or
3. the health or safety of any person.

C. LIMITATIONS

Emergency procurement shall be limited to those supplies, services, equipment, or construction items necessary to meet the emergency.

D. CONDITIONS

An emergency procurement may be made when an emergency condition arises and the need cannot be met through normal procurement methods provided that, whenever practical, approval by the Superintendent or his designee shall be obtained prior to the procurement.

E. SELECTION OF METHODS OF PROCUREMENT

The procedure used shall be selected to assure that the required supplies, services, equipment, or construction items are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

F. GENERAL PROCEDURE

If emergency conditions exist after an unsuccessful attempt to use competitive sealed bidding, an emergency procurement may be made.

Competitive sealed bidding is unsuccessful when bids received pursuant to an Invitation for Bids are unreasonable, noncompetitive, or the low bid exceeds available funds as certified by the appropriate fiscal officer or director, and time or other circumstances will not permit the delay required to resolicit competitive sealed bids.

G. WRITTEN DETERMINATION

The Superintendent, the Assistant Superintendent for Fiscal Affairs, the Director of Operations, the Coordinator of School Facilities Planning, the Purchasing Agent, or a designee of any of those offices shall make a written determination stating the basis for an emergency procurement and for the selection of a particular contractor.

Regulation #21

INFORMATION TECHNOLOGY PROCUREMENTS (Procurement Code III.A.1)

A. AUTHORITY AND PURPOSE

Every school or department using District appropriations shall rent, purchase, or lease any information technology or software or contract for consulting or other services in the field of information technology through the District Purchasing Department in accordance with these Regulations.

B. ORGANIZATION

The District shall develop a master plan for information technology procurements.

Acquisitions of information technology shall be through the Purchasing Department.

Regulation #22

**LEASE AND/OR RENTAL OF OFFICE SPACE
AND OTHER REAL PROPERTY
(Procurement Code VI.B.12)**

A. LEASE OF NON-DISTRICT-OWNED REAL PROPERTY

The lease, rental, or use of non-District-owned real property shall be approved by the Board.

Regulation #23

RESPONSIBILITY OF BIDDERS AND OFFERORS (Procurement Code VI.B.14)

A. DISTRICT STANDARDS OF RESPONSIBILITY

Factors to be considered in determining whether the District standards of responsibility have been met include whether a prospective contractor has:

1. available or the ability to obtain the appropriate finances, material, equipment, facility and personnel resources, and expertise necessary to indicate its capability to meet all contractual requirements;
2. a satisfactory record of performance;
3. a satisfactory record of integrity;
4. the legal qualifications to contract with the District; and
5. supplied all necessary information in connection with the inquiry concerning responsibility.

B. DUTY OF CONTRACTOR TO SUPPLY INFORMATION

The prospective contractor shall supply information requested by the Purchasing Agent concerning the responsibility of the contractor. If the contractor fails to supply the requested information, the Purchasing Agent shall base the determination of responsibility upon any available information or may find the prospective contractor non-responsible if such failure is unreasonable.

C. DEMONSTRATION OF RESPONSIBILITY

The prospective contractor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting, upon request:

1. evidence that it possesses such necessary items;
2. acceptable plans to subcontract for such necessary items;
3. a documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.

D. JUSTIFICATION FOR CONTRACT AWARD

Before awarding a contract, the Purchasing Agent must be satisfied that the prospective contractor is responsible.

E. WRITTEN DETERMINATION OF NON-RESPONSIBILITY

If a bidder or offeror who otherwise would have been awarded a contract is found to be non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Superintendent or the Purchasing Agent. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the procurement file.

Regulation #24

PRE-QUALIFICATION OF SUPPLIES AND SUPPLIERS (Procurement Code VI.B.15 and 16)

A. QUALIFIED PRODUCTS LISTS

Qualified products lists may be developed by the Purchasing Agent or designee of the District. The Purchasing Agent or designee is authorized to develop qualified products lists when testing or examination of the supplies or construction items prior to issuance of the solicitation is desirable or necessary in order to best satisfy District requirements.

The procedures for the inclusion of a product on the qualified products list must be available to prospective vendors for consideration of adding their product to the list.

B. PRE-QUALIFICATION

Prospective contractors may be pre-qualified for bidders lists. Distribution of the solicitation shall be limited to pre-qualified contractors. The fact that a prospective contractor has been pre-qualified does not necessarily represent a finding of responsibility.

Regulation #25

CONDITIONS FOR USE OF MULTI-TERM CONTRACTS (Procurement Code VII.C)

A. GENERAL

A multi-term contract is appropriate when it is in the best interest of the District to obtain uninterrupted services extending more than one fiscal year, where the performance of such services involves high start-up costs, or when a changeover of service contracts involves high phase-in/phase-out cost during a transition period.

The multi-term method of contracting is also appropriate when special production of definite quantities of supplies for more than one fiscal year is necessary to best meet the District needs but funds are available only for the initial fiscal year. Special production refers to production for contract performance when it requires alteration in the contractor's facilities or operation involving high start-up costs.

The contractual obligation of both parties in each fiscal year succeeding the first is subject to the appropriation and availability of funds. The contract shall provide that, in the event funds are not available for any succeeding fiscal year, the remainder of such contract shall be canceled.

B. OBJECTIVE

The objective of the multi-term contract is to promote economy and efficiency in procurement by:

1. obtaining the benefits of sustained volume production and consequent low prices, and by
2. increasing competitive participation in procurements of
 - a. supplies which involve special production with consequent high start-up costs, or
 - b. services which involve high start-up costs or high phase-in/phase-out costs during changeover of service contracts.

C. APPLICABILITY

This Regulation, #25, applies only to contracts for supplies or services described in “A”, above. It does not apply to any other contract including, but not limited to, contracts for construction and leases of real property.

D. CONDITIONS FOR USE

The maximum time for any multi-term contract is five (5) to seven (7) years, unless otherwise approved by the Board. A multi-term contract may be used when it is determined in writing by the Purchasing Agent that:

1. special production of definite quantities or the furnishing of long-term services are required to meet District needs, or
2. a multi-term contract will serve the best interests of the District by encouraging effective competition or otherwise promoting economies in District procurement.

The following factors are among those relevant for such a determination:

1. Firms which are not willing or able to compete because of high start-up costs or capital investment in facility expansion will be encouraged to participate in the competition when they are assured of recouping such costs during the period of contract performance.
2. Lower production costs can be expected to result in lower unit prices because of larger quantity or service requirements and substantial continuity of production or performance over a longer period of time.
3. Stabilization of the contractor's work force over a longer period of time may promote economy and consistent quality.
4. The cost and burden of contract solicitation, award, and administration of the procurement may be reduced.

E. SOLICITATION

The solicitation shall state:

1. the estimated amount of supplies or services required for the proposed contract period;
2. that a unit price shall be given for each supply or service and that such unit prices shall be the same throughout the contract, except to the extent price adjustments may be provided in the solicitation and resulting contract;
3. that the multi-term contract will be canceled only if funds are not appropriated or otherwise made available to support continuation or performance in any fiscal

period succeeding the first. However, this does not affect either the District's rights or the contractor's rights under any termination clause in the contract;

4. that the Purchasing Agent must notify the contractor on a timely basis that the funds are, or are not, available for the continuation of the contract for each succeeding fiscal year;
5. whether bidders or offerors may submit prices for:
 - a. the first fiscal year only;
 - b. the entire time of performance only; or
 - c. both the first fiscal year and the entire time of performance.
6. that a multi-term contract may be awarded and how the award will be determined including, if prices for the first fiscal year and entire time of performance are submitted, how such prices will be compared; and
7. that in the event of cancellation as provided in 5.c. above, the contractor will be reimbursed the unamortized, reasonably incurred, non-recurring costs.

F. AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term prices against prices for the first fiscal year. The award on the basis of prices for the first year does not permit the successful bidder or offeror to "buy in", i.e., give such bidder or offeror an undue competitive advantage in subsequent procurements.

Regulation #26

SPECIFICATIONS (Procurement Code X)

A. DEFINITIONS

1. **Brand Name** -- a specification limited to one or more items by the manufacturer's name or catalog number.
2. **Brand Name or Equal** -- a specification that:
 - a. uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet District requirements, and
 - b. provides for the submission of equivalent products.
3. **Qualified Products List** -- an approved list of supplies, services, equipment, or construction items described by model or catalog number that, prior to competitive solicitation, the District has determined will meet the applicable specifications' requirements.
4. **Specification** -- any description of the physical, functional, or performance characteristics, or of the nature of a supply, service, equipment, or construction item.

A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply, service, equipment, or construction item.

Unless the context requires otherwise, the terms “specification” and “purchase description” are used interchangeably throughout these Regulations.

5. **Specification for a Common or General Use Item** -- a specification that has been developed and approved for repeated use in procurements.

B. ISSUANCE OF SPECIFICATIONS (Procurement Code X.B.)

The purpose of a specification is to serve as a basis for obtaining a supply, service, equipment, or construction item adequate and suitable for the District's needs in a cost effective manner, taking into account, to the extent practicable, the cost of ownership and operation as well as initial acquisition costs.

Specifications shall be drafted with the objective of clearly describing the District's requirements. All specifications shall be written in a nonrestrictive manner so as to describe the requirements to be met.

To the extent practicable, specifications shall emphasize functional or performance criteria while limiting design or other detailed physical descriptions to those necessary to meet the needs of the District.

To facilitate the use of such criteria, the District shall endeavor to include as a part of the purchase requisitions the principal functional or performance needs to be met. It is recognized, however, that the preference for the use of functional or performance specifications is primarily applicable to the procurement of supplies and services. Such preference is often not practicable in construction, apart from the procurement of supply type items for a construction project.

C. PREFERENCE FOR COMMERCIALY AVAILABLE PRODUCTS

It is the general policy of the District to procure standard commercial products whenever practicable. In developing specifications, accepted commercial standards shall be used and unique requirements shall be avoided, to the extent practicable.

Regulation #27

SALE, LEASE, TRANSFER, AND DISPOSAL OF SURPLUS PROPERTY (Procurement Code XIII)

A. AUTHORITY

The sale of all District owned surplus supplies, equipment, and property not in actual public use shall be conducted by the District at such places and in such manner most advantageous to the District. The District shall deposit the proceeds from such sales, less expense of the sales, in an expense account of the general fund or capital fund.

B. DISPOSITION OF SURPLUS SUPPLIES

Surplus supplies and property shall be offered through competitive sealed bids or public auction. It is recognized, however, that some types and classes of items can be sold or disposed of more readily and advantageously by other means, including barter. In such cases, and also where the nature of the supply or unusual circumstances call for its sale to be restricted or controlled, the Purchasing Agent or designee may employ such other means, including, but not limited to appraisal, provided such officer makes a written determination that such procedure is advantageous to the District.

Only cashiers' checks, United States currency, or personal checks shall be accepted for sales of surplus supplies or property.

1. Upon approval of the Purchasing Agent or designee, obsolete supplies and equipment and scrap material shall be disposed of in accordance with Section XIII.A.1.a. of the Procurement Code.

C. COMPETITIVE SEALED BIDDING

1. Solicitation and Opening

When making sales by competitive sealed bidding, notice of the sale should be given at least fifteen (15) days before the date set for opening bids. Notice shall be given by mailing a Notice of Sale to prospective bidders, including those bidders on

lists maintained for this purpose, and by making the Notice of Sale publicly available. Newspaper advertisement may also be used.

The Notice of Sale shall list the supplies or property offered for sale, designate their location and how they may be inspected, and state the terms and conditions of sale and instructions to bidders including the place, date, and time set for bid opening. Bids shall be publicly opened.

2. Award

Award shall be made in accordance with the provisions of the Notice of Sale to the highest responsive and responsible bidder, provided that the price offered by such bidder is acceptable to the Purchasing Agent. Where such price is not acceptable, the Purchasing Agent may reject the bids in whole or in part and negotiate the sale, provided the negotiated sale price is higher than the highest responsive and responsible bid.

D. AUCTIONS

Supplies may be sold at auction by an experienced auctioneer to cry the sale and assist in the preparation of the sale. The solicitation to bidders should stipulate, at a minimum, all the terms and conditions of any sale and the fact that the District reserves the right to reject any and all bids.

Auctioneer services shall be obtained by competition in accordance with the Procurement Code and these Regulations.

E. TRADE-IN SALES (Procurement Code XIII.A.3.)

The District may trade in property, the acquisition cost of the trade-in must be applied to the purchase of new items. Original acquisition cost of the trade-in of such property shall not exceed \$5000. When the acquisition cost exceeds \$5000 the District shall refer the matter to the Superintendent or his designee for disposition or submission to the Board for their consideration. When the acquisition cost of the trade-in of a single item does not exceed \$25,000, the Superintendent or his designee shall have the authority to determine whether the property shall be:

1. traded- in and the value applied to the purchase of new items, or
2. classified as surplus and sold in accordance with the provisions of Section XIII.A. of the Procurement Code.

When the trade-in value exceeds \$25,000, he shall refer the matter to the Board for determination.

F. LEASES, LEASE/PAYMENT, INSTALLMENT PURCHASE, AND RENTAL OF PROPERTY

1. Justification

The District, proposing to enter into an agreement other than an outright purchase, is responsible for justification of such action. Lease, lease/purchase, installment purchase, or rental agreements are subject to procedures in the District's Procurement Code and these Regulations.

2. Procedures

Upon written justification by the Purchasing Agent of such alternate method, the procedures to be followed are:

- a. All lease/purchase and installment sales contracts must contain an explicitly stated rate of interest to be incurred by the District under the contract.
- b. The Board shall promulgate, by regulation, the form of the contracts to be used in connection with District purchasing and construction.

The District may enter into a contract or agreement without using the form promulgated pursuant to the Board's regulation when the contract or agreement is for the rental of equipment valued at \$10,000 or less and the duration of the contract or agreement does not exceed ninety days.

G. TRANSFER OF EXCESS SUPPLIES BETWEEN SCHOOLS AND DEPARTMENTS

Where feasible and practical, the Purchasing Agent or designee shall transfer excess supplies to other departments.

Regulation #28

INTERGOVERNMENTAL RELATIONS (Procurement Code XV)

A. SELECTIVE MANDATORY OPTING (Procurement Code XV.C.)

Local political subdivisions such as counties, municipalities, school districts, public service or special purpose districts and the Federal government may purchase from or through the State at any time.

When the State's Materials Management Officer determines, prior to establishment of a contract, that localities must opt in or out of the contract, the procedures to be followed are:

1. Sixty (60) days prior to the establishment of a particular contract, the State's Materials Management Office shall publicly notify local political subdivisions of the mandatory opting requirement; and
2. Within thirty (30) days after notification, the District shall notify the State's Materials Management Officer of its desire to participate in the contract.

Regulation #29

ASSISTANCE TO MINORITY BUSINESSES (Procurement Code XVI)

A. DEFINITIONS

1. **Minority person** -- a United States citizen who is economically and socially disadvantaged.
2. **Socially disadvantaged individuals** -- those individuals who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to:
 - Black Americans
 - Hispanic Americans
 - Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians)
 - Asian Pacific Americans
 - Asians
 - Women, regardless of race or origin
3. **Economically disadvantaged individuals** -- those socially systems has been impaired due to diminished capital and credit opportunities disadvantaged individuals whose ability to compete in the free enterprise as compared to others in the same business area who are not socially disadvantaged.
4. **A socially and economically disadvantaged small business** -- any small business concern that:
 - a. is at least fifty-one percent (51%) owned by one or more citizens of the United States who are determined to be socially and economically disadvantaged.

- b. in the case of a concern that is a corporation, at least fifty-one percent (51%) of all classes of voting stock of the corporation must be owned by an individual determined to be socially and economically disadvantaged.
- c. in the case of a concern that is a partnership, at least fifty-one percent (51%) of the partnership interest must be owned by an individual or individuals determined to be socially and economically disadvantaged and whose management and daily business operations are controlled by individuals determined to be socially and economically disadvantaged. These individuals must be involved in the daily management and operation of the business concerned.

B. CERTIFICATION AS A MINORITY FIRM

1. Certification Process

If the business is determined to be eligible and found to be primarily owned (minimum 51%), controlled, and operated by socially and economically disadvantaged individuals, the Small and Minority Business Assistance Office (“SMBAO”) will certify the business as a minority firm and issue a Certification as authorized by Section XVI.D.2.b. of the Procurement Code.

2. Procedures for a Minority Firm

Firms desiring to be certified as a minority firm will complete and submit State Schedule A to the SMBAO.

3. Procedures for a Minority Person

Persons desiring to be qualified as a minority person will complete and submit State Schedule B to the SMBAO.

C. INCOME TAX CREDIT (Procurement Code XVI.D.2.)

1. Application

Effective July 1, 1984, firms with District contracts which subcontract a portion of the work to certified minority firms will be eligible for an income tax credit equal to four percent (4%) of the total payment made to minority subcontractors for work performed for the District.

2. Eligibility

To be eligible for the four percent (4%) income tax credit, subcontracting firms must be certified by SMBAO as a minority firm.

D. NEGOTIATION WITH CERTIFIED SOUTH CAROLINA BASED MINORITY FIRMS (Procurement Code XVI.D.1.)

1. Authority

Selected contracts for supplies, services, equipment, and/or construction may be negotiated with certified South Carolina based minority firms in accordance with the provisions of the Procurement Code.

2. **Criteria for Selecting Contracts for Negotiation**

When selecting contracts for negotiation, the following criteria should be considered:

- a. Total dollar value procurement in the District;
- b. The availability of certified South Carolina based minority firms to perform the services or contracts;
- c. The capability of minority firms to provide the desired quality;
- d. The potential for dividing the contract into small units, where necessary, to accommodate such firms;
- e. Insuring that the price is fair and reasonable and competitive to both the District and the contractor for the services, supplies, equipment, or construction to be furnished, and results in no loss to the District.

E. MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION PLAN

1. **Authority**

This section outlines the procedures to be followed by the District in formulating the Minority Business Enterprise (MBE) Utilization Plan as provided for in Section XVI.E. of the Procurement Code. It is the intent of this section to identify only the minimum requirements of an MBE program. The Superintendent is encouraged to supplement these provisions as deemed necessary to accomplish the objectives of this program.

2. **Scope of the MBE Utilization Plan**

- a. **Policy Statement** -- A policy statement may be issued by the Board stating the District's intentions of doing business with certified South Carolina based minority firms. The statement shall address all phases of procurement. Distribution of the statement shall be specified in the plan.
- b. **MBE Liaison Officer** -- An MBE Liaison Officer should be identified to serve at the Directorate staff level. When required to implement the program, additional MBE coordinators may be appointed or designated at each subordinate level having procurement authority. Duties of the MBE Liaison Officer should include the following:
 - i. Maintain all records and reports required by Section XVI.G. of the Procurement Code.
 - ii. Develop, manage, and implement the MBE program on a day-to-day basis.

- iii. Establish and maintain a directory of minority firms who wish to do business with the District.
- iv. Disseminate information on available business opportunities so that MBE's are provided an equal opportunity to bid on services, supplies, equipment, and construction to be procured by the District.
- v. Establish and maintain records on the number of Invitations for Bids and Requests for Proposals sent to minority firms, answers received, and contracts awarded when applicable.
- vi. Maintain an informal bidders list consisting of certified local minority firms interested in doing business with the District. The primary purpose of this list is to insure that certified South Carolina based minority firms are given an equal opportunity to bid on small purchases.
- vii. Maintain records to indicate the number and dollar value of small purchases made from certified minority firms, including local purchase orders, service orders, and verbal contracts.

3. **Assistance to MBE's Seeking to do Business with the District**

a. **Referral Service**

Federal and State governments provide several organizations to assist small and minority businesses. The District should maintain reference files of such organizations and make this reference information available to minority firms who need assistance.

b. **Split Projects**

The MBE plan should outline procedures to be used when it is considered feasible to divide larger projects into smaller tasks to allow small and minority business participation.

c. **Contractor Requirements**

The plan should include instructions to prime contractors concerning the use of minority subcontractors. Solicitations should require all bidders to address the use of minority subcontractors. Such utilization of minority subcontractors shall be made a part of the quarterly and annual reports.

4. **MBE Goals**

Goals shall be established as outlined in Section XVI.E.3.of the Procurement Code.

5. **Fiscal Year Reporting Procedures**

- a. The MBE Utilization Plan shall be submitted to the Board not later than June 30, 1985, and annually thereafter.

- b. Progress reports shall be submitted to the Assistant Superintendent for Fiscal Affairs not later than 15 days after the last day of each fiscal quarter.
- c. Annual reports shall be submitted to the Board not later than 15 days after the end of the fiscal year.

F. PROGRESS PAYMENTS

1. Application

In accordance with the provisions of Section XVI.F.1. of the Procurement Code, the Superintendent or his designee may make special provision for progress payments to minority firms as deemed to be in the best interest of the District.

2. Terms

Upon request from the contractor, progress payments may be made on a monthly basis or upon completion of a stated percentage of the contract, normally upon completion of 25%, 50%, and 75% of the contract. Progress payments may be made at more frequent intervals if deemed to be in the best interest of the District.

3. Preliminary Requirements

If requested by the Purchasing Agent, the contractor shall furnish a breakdown of contract costs at the time the progress payment is requested. Materials delivered to the site but not used and site preparation may be included in the contract costs. Upon payment of the progress payment, all on-site materials become the property of the District.

4. Retention

In arranging progress payments, the Superintendent or his designee shall cause to be retained five percent (5%) of the estimated amount until final completion and acceptance of the contract work. However, if the appropriate person finds that satisfactory progress is being achieved during any period for which progress payment is requested and there is no reason to believe satisfactory progress will not continue, he may authorize such payment to be made in full without retention of a percentage.

5. Contractor Responsibility

All material and work covered by progress payments shall become the property of the District. However, this provision shall not relieve the contractor from the responsibility for all materials and work, or the restoration of any damage to work, until the contract has been completed and all terms of the contract fulfilled.

**G. LETTER OF CREDIT/LETTER OF CONTRACT AWARD
(Procurement Code XVI.F.2.)**

Upon request, when a certified South Carolina based minority firm receives a District contract, the Superintendent or his designee shall furnish a letter stating the dollar value, the duration, payment schedule, and other information concerning the contract, which may be used by the certified minority firm to negotiate lines of credit with a lending institution. When such lines of credit are established, the lending institution may request, jointly with the owner in writing, that such payments by the District relating to that contract, be made jointly to the minority firm and the lending institution establishing the line of credit.

Regulation #30

PLANNING AND CONSTRUCTING SCHOOL FACILITIES (Procurement Code XII)

The Office of School Facilities Planning has the responsibility for assessing building needs, both current and future, and for developing and conducting a building program to meet those needs within the limits of the resources of the School District. Included are all the ancillary tasks required for the successful accomplishment of each project including site selection and purchase, furniture selection and purchase, and so forth.

A. AUTHORITY AND APPROVAL

1. Local

The local authority for the Office of School Facilities Planning is established in Section F of the Policies, Regulations, and Bylaws manual of The School District of Greenville County. The approval process includes the Assistant Superintendent for Fiscal Affairs, the Superintendent, and ultimately the Board of Trustees, as directed by the Superintendent and/or Board Policy.

2. State

- a. Section 59-5-60 of the Code of Laws of South Carolina (1976, as amended), gives the State Board of Education authority to adopt policies, rules, and regulations for the conduct and furtherance of the public school program in South Carolina. Such policies, rules, and regulations as adopted herein are deemed to have the effect of law.
- b. Section 59-23-40 of the Code of Laws of South Carolina (1976, as amended), requires that drawings and specifications for all public school buildings be submitted to, and approved by, the State Superintendent of Education or his agent, prior to being constructed.
- c. Section 59-23-190 of the Code of Laws of South Carolina (1976, as amended), requires that all public school buildings be inspected and approved by the State Superintendent of Education or his agent before initial occupancy.

On the basis of the foregoing, over a three-year period the South Carolina Department of Education, Department of Facilities Management, developed a thorough set of regulations governing the planning and construction of educational facilities. These regulations were approved by the state Board of Education on December 10, 1982, and then submitted to the South Carolina General Assembly for review and approval. These regulations became effective on May 27, 1983, after having been published in the **State Register** (Vol. 7, Issue No. 5). These regulations were combined with guidelines developed and reviewed by a host of individuals that included representatives from the Department of Education, various state agencies, outside educational and technical consultants, and a number of school superintendents, planners, architects, engineers, and school maintenance personnel. The final product was the South Carolina School Facilities Planning and Construction Guide, 1983 edition, hereinafter referred to as the Guide. This Guide along with these regulations shall be used in lieu of Article 9 of the South Carolina Consolidated Procurement Code and shall also be substituted for the Manual for Planning and Execution of State Permanent Improvements, Part II: Execution of Permanent Improvements, State Budget and Control Board.

- d. The Guide, plus the following sections shall encompass the execution procedure from the date of the project's funding by the School Board to the project close-out, when the purpose of the project's inception has been fulfilled.
- e. The Office of School Facilities is responsible for overseeing the execution phase of a District permanent improvement project. Such responsibilities include overseeing the procurement of professional services associated with construction, the construction process, reviewing construction plans and project manuals, inspecting job progress during construction and close-out, and initiating the closing of the project.

B. PROFESSIONAL SERVICES

The requirement for and qualification of the services of architects, engineers, landscape architects, construction managers and land surveyors is established in Section 1.06 of the Guide. The procedure for acquiring these services is set forth below. (Revised 02/06/01).

1. Invitation

The District will announce its requirements for these services through Dodge Reports, et al., and will mail invitations for proposals to firms listed in the records of the Office of School Facilities Planning.

2. Response to Invitation

The date for submission of information from interested persons or firms in response to an invitation shall be not less than fifteen (15) days after publication of the

invitation. Interested architect-engineer, construction management, and land surveying persons or firms shall be required to respond to the invitation with the submission of a current and accurate Federal Standard Form 254 (Architect-Engineer and Related Services Questionnaire) and Federal Standard Form 255 (Architect-Engineer and Related Services Questionnaire for Specific Project), or such similar information as the Board may prescribe by policy, and any other information which the particular invitation may require.

3. Interviews with Interested Firms

Following receipt of information from all interested persons and firms, the Board-appointed architectural selection committee shall hold interviews with at least five (5) persons or firms who have responded to the advertisement and who are deemed most qualified on the basis of information available prior to the interviews. If less than five (5) persons or firms have responded to the advertisement, the committee shall hold interviews with those who did respond.

The Board selection committee's determination as to which persons and/or firms will be interviewed shall be in writing and shall be based upon its review and evaluation of all submitted materials. The written report of the committee shall specifically list the names of all persons and firms that responded to the advertisement and indicate the reasons of the committee for selecting those to be interviewed.

The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of the several interested firms.

4. Selection and Ranking of the Five Most Qualified

The selection committee shall evaluate each of the persons or firms interviewed in light of their:

- past performance,
- ability of professional personnel,
- willingness to meet time and budget requirements,
- location,
- recent, current and projected work loads,
- creativity and insight related to the project, and
- related experience on similar projects.

Based upon these evaluations, the Board selection committee shall select the five (5) which, in its judgment, are the most qualified, ranking them in priority order. The selection committee's report ranking the five (5) chosen persons or firms, shall be in writing and shall include data substantiating its determinations.

When the ranking report is final, written notification of the selection and order of preference shall be immediately sent to all those that responded to the invitation to submit information.

5. **Negotiation of Contract**

The Coordinator of School Facilities Planning, along with any other designee(s) of the Board, shall negotiate a contract for services with the most qualified person or firm at a compensation which is fair and reasonable to the Board. Should the Coordinator of School Facilities Planning or other designee be unable to negotiate a satisfactory contract with this person or firm, negotiations shall be formally terminated. Negotiations shall commence in the same manner with the second and then the third, fourth, and fifth most qualified, until a satisfactory contract has been negotiated. Alternatively, proposals may be received by the District as provided in Article VI.B.6.e. If no agreement is reached with one of the five, additional persons or firms, in order of their competence and qualifications, shall be selected after consultation with the selection committee. Negotiations shall be continued in the same manner until agreement is reached.

Once agreement has been reached, either the Coordinator of School Facilities Planning or the selection committee will submit its recommendation to the Board for approval. Upon Board approval, the Coordinator of School Facilities Planning will be authorized to execute a contract with the selected person or firm.

If Board approval is not received, additional persons or firms shall be selected in order to their competence and qualifications by the selection committee and negotiations shall be continued in the same manner until agreement and Board approval is received.

6. **Guide (Section 1.06, paragraph 2, Professional Engineers, Landscape Architects, and Specialists)**

Where agreed to in advance by the Office of School Facilities the services of the architect may be deleted and comparable services of a professional engineer, landscape architect, or other specialist may be substituted. In this event, the guidelines set forth below shall be followed:

- a. Services which are estimated not to cost in excess of \$25,000 (or an amount to be established by the Board), may be acquired by direct negotiation and selection, taking into account:
 - the nature of the project,

- the proximity of the architect, engineer, or land surveying services to the project,
- the capability of the architect, engineer, or land surveyor to produce the required services within a reasonable time,
- past performance, and
- the ability to meet project budget requirements.

b. Maximum Fees Payable to One Person or Firm

Fees paid during the twenty-four (24) month period immediately preceding negotiation of the small contract for professional services performed by any one architectural, engineering, or land surveying firm pursuant to this section shall not exceed \$75,000, or an amount to be established by the Board.

All persons or firms seeking to render professional services pursuant to this section shall furnish the Coordinator of School Facilities Planning a list of professional services, including the fees paid therefore, performed for the District during the fiscal year in which the negotiations take place.

c. Splitting of Large Projects Prohibited

No project may be sub-divided for the purpose of circumventing these provisions.

d. Authorization to Provide Services

A purchase order shall be issued to authorize the services to be provided.

7. Exception for Small Architect, Engineer, or Land Surveying Service

- a. The District may secure architect, engineer, or land surveying services which are estimated not to exceed \$25,000 by direct negotiation and selection by following the guidelines outlined above.

C. SOLE SOURCE PROCUREMENT

See Regulations #19.

D. EMERGENCY PROCUREMENT

See Regulations #20.

E. CHANGE ORDERS (AIA FORM G701) - See Guide: Section 9.05, para 2.C

Change Orders which significantly alter the scope of the project or cause the budget authorized for the project by the Board to be exceeded, must be approved by the Board.

Change Orders which **do not** significantly alter the scope of the project or exceed the budget authorized by the Board may be executed by the Coordinator of School Facilities Planning without prior approval by the Board.

F. MAXIMUM AMOUNT OF RETENTION TO BE WITHHELD

In any contract or sub-contract for construction which provides for:

- progress payments in installments based upon as estimated percentage of completion, and
- a percentage of the contract's proceeds to be retained by the District or the General Contractor pending completion of the contract or sub-contract.

the amount retained from each progress payment or installment shall be no more than ten percent (10%).

G. DEMOLITION, MOVING, OR SALE OF BUILDINGS

1. Demolition

Demolition of small buildings such as sheds and storage buildings may be authorized by the Coordinator of School Facilities Planning or the Director of Operations.

Demolition of major structures such as schoolhouses must be authorized by the Board.

2. Moving

Moving of existing buildings from one location to another must be approved by the Director of Operations or the Coordinator of School Facilities Planning. Due consideration shall be given to the cost of moving the rehabilitation versus the cost of new construction.

3. Sale

The Coordinator of School Facilities Planning or the Director of Operations may declare a building surplus and authorize its sale to the public for removal. This action shall follow the procedure described below under Disposal of Real Property. (See H.3.)

Board approval is required for the sale of major buildings for removal by the public. Prior to the disposal of any buildings, the Maintenance Department shall have an opportunity to remove items of use to them before the building is shown for sale.

H. REAL PROPERTY ACQUISITION AND DISPOSAL

1. Site Acquisition

Site purchases will be scheduled on the Long-range Capital Improvement priority list, the same as building projects.

Once a site purchase is scheduled, the following sequence of events shall take place:

- a. Identify the general area in which the site is needed. This is done by identifying the attendance areas to be served by the proposed school. Since the proposed building will have a life expectancy of fifty (50) years or more, it is essential that an evaluation of the area be made on a long-term basis. In most circumstances, it would be unwise to locate a new facility in a declining neighborhood or in a residential area making a transition toward non-residential use, such as commercial or industrial use.
- b. Identify several vacant tracts in the area of interest. Compare and contrast these sites in terms of access, utilities, topography, zoning, services, cost, etc.
- c. Obtain an appraisal of the several most advantageous sites.
- d. Report the results of the site selection process through channels up to, and including, the Board. Obtain Board approval to negotiate for the purchase of the most advantageous site.

All negotiations at this point are subject to approval by the Office of School Facilities in accordance with Section 2.03 of the Guide.

- e. If negotiations are successful, complete the transaction according to the Board and the Office of School Facilities procedures. If negotiations are unsuccessful, switch attention to the second most advantageous site.
- f. If unable to negotiate the purchase of a satisfactory site successfully, condemnation can be used.

2. Condemnation

Condemnation can be used to acquire property under certain conditions. Essentially, condemnation is for circumstances where no usable property can be acquired at or around market value. To exercise condemnation, follow this procedure:

- a. Obtain a Resolution of Need from the Board, stating that the subject property is necessary for school purposes. The Board should also authorize the administration to proceed through legal channels to acquire the property through condemnation.
- b. With condemnation authorized, make a final effort to negotiate an agreement with the property owner. This often provides sufficient leverage. Be certain the property owner understands that, with the threat of condemnation (legally present as a consequence of the adoption by the Board of the Resolution of Need), he has now gained certain tax advantages regarding the time period in which he can reinvest the money gained from the sale of the property before having to pay taxes on it.
- c. If negotiations are still unsuccessful, instruct the District's attorney to proceed with condemnation.

3. Disposal of Real Property

- a. Equipment and materials to be retained.

Where a building is involved, the Maintenance Department shall remove all equipment and materials they want to retain.

This must be done before the property is shown for sale.

- b. Appraisal

Obtain an appraisal providing a basis for the value of the property. If the property is valuable, a team of three MAI (Member of the Appraisal Institute) appraisers should be assembled. The current president of the Greenville Board of Realtors will assemble the team, if strict objectivity is desired. Otherwise, an appraisal in letter- form from a single appraiser is sufficient, at considerably less cost.

- c. For Sale Sign

Erect a "For Sale" sign on the property, easily readable from the nearest well-traveled public road. The sign should be no smaller than 4' x 4'.

- d. Take Bids on the Property

An advertisement must be placed in the legal advertisement section of a major newspaper of wide circulation at least three (3) times over a 30-day period prior to receipt of bids. The Sunday issue of The Greenville News is commonly used because it provides maximum exposure in this area.

Bids are to be publicly opened and read. Keep a log of all persons attending the bid opening in order to document that bids were opened in a public session.

e. Approvals

Prior approval must be obtained from the Office of School Facilities before disposing of property purchased with State funds. Approval from the Board of Trustees must be obtained in all instances.

f. Abandoning a Building

An abandoned school building invites vandalism and forcible entry. As soon as a building is vacated, all doors and windows should be covered with plywood. Leave one door accessible by key for showing the building.

If the building has value, heat should be left on at a minimum setting to keep floor and ceiling tile from coming loose.

g. Bid Bond

All bidders must submit a cashier's check or certified check with their bid in the amount of ten percent (10%) of their bid, payable to the District. If a bid is accepted, the deposit will be applied to the purchase price. If the bidder defaults, it constitutes forfeiture of the deposit.

Deposits on all bids not accepted shall be returned without interest or penalty.

h. Freedom of Information Act

The Freedom of Information Act permits discussion of matters pertaining to property transactions in closed meetings.

Regulation #31

PAYMENT FOR GOODS AND SERVICES (Procurement Code XVII)

Invoices received in time to be properly approved by the 5th and the 20th of each month shall be paid on the 10th and the 25th of each month, unless there is justification for withholding payment.

The District shall be allowed to approve and pay for amendments to Architectural/Engineering contracts and change orders to construction contracts which:

- do not alter the original scope or intent of the project, and
- do not exceed the previously approved project budget.

Regulation #32

INDEFINITE DELIVERY CONTRACTS

This Regulation addresses indefinite delivery contracts for:

- Construction Items;
- Architectural-Engineering Services; and
- Land Surveying Services.

A. GENERAL APPLICABILITY

Indefinite delivery contracts may be awarded on “as needed” basis for construction-related services and for architectural-engineering and land surveying services in accordance with the procedures set forth in the South Carolina School Facilities Planning and Construction Guide and the District's Regulation #30.

Construction Services: Construction services contracts are limited to a total expenditure of \$750,000 for a two- year period. Individual projects shall not exceed \$150,000.

Architectural-Engineering and Land-Surveying services: These service contracts shall be limited to a total expenditure of \$350,000 for a two-year period. Individual projects shall not exceed \$100,000.

B. GRANT OR OTHER FUNDED RESEARCH PROJECTS

The District may establish an indefinite delivery contract pursuant to the procedures set forth in Section 11-35-3020 of the South Carolina Consolidated Procurement Code for use on an “as needed” basis for construction or renovation funded by grant or other non-appropriated funds given for research projects.

A contract established under this section shall be limited to a total expenditure of \$250,000 for a two-year period with individual project fees not to exceed \$100,000.

C. SMALL INDEFINITE DELIVERY CONTRACTS

Small indefinite delivery contracts for architectural-engineering and land surveying services may be procured as provided in Section 11-35-3230 of the South Carolina Consolidated Procurement Code.

A contract established under this section shall be subject to, and included in, the limitations for individual and total contract amounts provided in Section 11-35-3230, and any regulations promulgated thereunder.