

PROCUREMENT REGULATIONS

It is the responsibility of Purchasing personnel to assure that all procurement transactions are conducted in a legal, ethical and professional manner which is in compliance with the statutes, rules and regulations governing such action.

The responsibility for assuring availability of funds, and for justifying the need for the purchase, is vested with the school principals/department heads, and it is the responsibility of the Director of Purchasing to authorize the purchase order within the limits of the approved budget. Purchases exceeding the amount budgeted can be made only with the approval of the Executive Director of Operations.

Only the person employed as Director of Purchasing and/or Buyers may commit the District to a purchase. In case of the Director's absence, then the duly authorized person designated may issue orders.

The Maintenance Department is authorized by the Board to issue orders with their pre-numbered purchase orders up to the amount of \$2,500.00. All purchases must be approved by the Director of Buildings and Grounds.

No employee of the District shall be interested financially in any contract entered into by the District. This shall also preclude the acceptance of any gratuities, financially or otherwise, from the suppliers of materials or service to the District.

PROCUREMENT REGULATIONS

1. ANDERSON SCHOOL DISTRICT FIVE PROCUREMENT REGULATION (Procurement Code 1)

Promulgated under the authority of the Board of Trustees of Anderson School District Five.

a. Application

These Regulations issued by the Board of Trustees of Anderson School District Five, 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 the South Carolina Consolidated Procurement Code, as contained in House Bill 2338 of 1984 and Sections 59-5-60, 59-23-40, 59-23-190 (1976) 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

(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 Anderson School District Five 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) Director of Purchasing

The Superintendent hereby delegates the following responsibilities to the Director of Purchasing:

- (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

(e) The Director of Purchasing shall be any person duly 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 or his/her designee is responsible for all procurements involving construction, (major/minor) architectural and engineering, construction management and land surveying services.

c. Types of Procurements

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 selections are described.

(1) Small Purchases:

In accordance with Regulation 17, 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:

In accordance with Regulations 5 through 16, procurements above \$25,000.00 shall be based upon formal bid requirements for which bid specifications can be developed to assure adequate competition requiring a minimum number of bidders. An award shall be made to the lowest responsive and responsible bidder.

(3) Competitive Fixed-Price Bidding:

(4) Competitive Best Value Bidding:

(5) Competitive On-line Bidding:

(6) Competitive Sealed Proposals:

In accordance with Regulation 17, procurements may be made by competitive sealed proposals above \$50,000.00 that are highly technical, complex in nature and do not lend themselves to formal competitive sealed bidding. Competitive Sealed Proposals should include, but not 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 most advantageous to the District** (within the scope of the Code).

(7) Sole Source Procurements:

In accordance with Regulation 19, a procurement may be made from a sole source based upon a determination by the Executive Director of Operations.

(8) Emergency Procurements:

In accordance with Regulation 20, the Superintendent, the Executive Director of Operations, the Director of Buildings and Grounds, and the Director of Purchasing and/or the designee may make or authorize emergency procurements as provided for in the Procurement Code and Regulations.

2. EXEMPTIONS

a. General Application

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

3. DELEGATION OF AUTHORITY

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

a. Unauthorized Procurements

IF PURCHASES ARE MADE WITHOUT A PURCHASE ORDER, THE SCHOOL OR INDIVIDUAL MAY BE LIABLE FOR PAYMENT. UNAUTHORIZED PURCHASES, WHEN THEY BECOME KNOWN, SHALL BE REPORTED TO THE EXECUTIVE DIRECTOR OF OPERATIONS FOR CORRECTIVE ACTION.

The Director of Purchasing, along with the individual(s) responsible for the unauthorized procurement, shall prepare a written determination as to the facts and circumstances surrounding the act, what corrective action is being taken to prevent reoccurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable. This written determination along with a written request for ratification shall be submitted to the Executive Director of Operations or a designee above the level of the Director of Purchasing.

4. AUTHORITY TO CONTRACT FOR CERTAIN PROFESSIONAL SERVICES

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.

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 and 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 purpose of these Regulations, employee services shall be defined as follows:

An individual performing services directly 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 District personnel policies and procedures.

c. Employment Services

For the purposes of these Regulations, employment services shall be defined as follows: An individual performing services indirectly for the District, whose services are obtained through a private employment agency. The employee-employer relationship exists between the private employment agency and its employee. The District will contract with the private employment agency for the services of its employees. Services which fall within this definition shall be procured in accordance with the Code and these Regulations.

d. Legal Services

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

e. Auditing Services

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

5. COMPETITIVE SEALED BIDDING

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

- a. Instructions and information to bidders concerning the 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 as determined by the Director of Purchasing or designee.

6. BIDDERS' LIST

a. Application

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

- (1) \$2,500.01 to \$10,000.00, solicitation of a minimum of three (3) *written/fax bids*,
- (2) \$10,000.01 to \$50,000.00, written solicitation of written bids, public advertisement,
- (3) \$50,000.01 to \$100,000.00, *written* solicitation of written sealed bids, public advertisement.

If the minimum number of qualified bidders required under this Regulation cannot be solicited, the Director of Purchasing shall certify in writing that all known sources were solicited. The fact that less than an entire bidders' list for a commodity is not used shall not in itself preclude furnishing a bid upon request to a bidder 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 Director of Purchasing 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 **cannot** be placed on the District bidders' list until the debarment or suspension period has been fulfilled and without prior **review and acceptance** by the District.

7. RECEIPT AND SAFEGUARDING OF BIDS

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. If an Invitation for Bids is cancelled, bids shall be returned to the bidders. Necessary **precautions shall** be taken to ensure 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 designated for this purpose by the Director of Purchasing or designee. If a sealed bid is opened by mistake, the **person** who opens the bid **will** immediately write his/her signature and position on the envelope and **deliver** it to the Director of Purchasing. The Director or Buyers 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**, and then shall **immediately reseal the envelope**.

8. BID OPENING

a. Procedures

The Director of Purchasing shall decide when the time set for the bid opening has arrived, and shall so declare to those present. He/she 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 by appointment only.

b. Postponement of Bid Opening

If it becomes necessary, an amendment postponing bid openings may be issued by the Director of Purchasing. If the District is closed due to force majeure, bid opening is postponed until the same time next official business day.

c. Disclosure of Bid Information

Only the information disclosed by the Director of Purchasing 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.

9. BID ACCEPTANCE AND BID EVALUATION

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, total or life-cycle costs.

10. TELEGRAPHIC BIDS

As a general rule, telegraphic bids will not be authorized. When, in the judgment of the Director of Purchasing, the date 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.

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 cancelled and re-advertised due solely to increased requirements for the items 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 cancelled. Invitations for Bids may be cancelled after opening, but prior to award, when such action is consistent with "a" above and the Director of Purchasing 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 bidders' plants;
- (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/her 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.

c. Extension of Bid Acceptance Period

Should administrative difficulties be encountered after the 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.

12. REJECTION OF INDIVIDUAL BIDS

a. General Application

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

b. Alternate Bids

Any bid which does not **conform** to the **specifications** contained or referenced in the Invitation for 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 which fails to conform to the **delivery schedule**, or permissible alternate thereto stated in the Invitation for Bids, **may be rejected as non-responsive**.

d. Modification of Requirements by Bidder

Ordinarily a bid should be rejected when the **bidder attempts** to impose conditions which **modify requirements** of the Invitation for Bids or **limits his/her 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** if the bidder:

- (1) Attempts to protect himself/herself against future changes in conditions such as increased costs, if total possible cost to the District cannot be determined;
- (2) Fails to state a price and in lieu thereof states that price shall be "price in effect at time of delivery";
- (3) States a price but qualified such price as being subject to "price in effect at time of delivery";
- (4) When not authorized by the Invitation, conditions or qualifies his/her bid by stipulating that his/her bid is to be considered only if, prior to date of award, the bidder receives (or does not receive) award under 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/her 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 Director of Purchasing determines in writing that it is unreasonable as to price.

f. Bid Guarantee Requirement

When a bid guarantee is required and a bidder fails to furnish it in accordance with the requirements of the invitation for bids, the bid shall be rejected.

g. Unsigned Bids

Unsigned bids shall be rejected unless a representative of the company who has the authority to sign is present at the bid opening. 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 Director of Purchasing or designee has declared that the time set for bid opening has arrived shall be rejected unless a bid was in the possession of the purchasing office and had been misplaced by District employees in that office.

In this event, the Director of Purchasing or Buyers shall annotate the bid tabulation and consider the misplaced bid along with the other previously received bids.

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 invitations for bids. 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.

14. MINOR INFORMALITIES AND IRREGULARITIES IN BIDS

A minor informality or irregularity is one which 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, quantity 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 bidders. The Director of Purchasing shall either give the bidder an opportunity to correct any deficiency resulting from a minor informality or irregularity in a 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:

- a. Failure of bidder 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 requisition concerning his/her size status;
- c. Failure of a bidder to sign his/her 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 bid document such as the submission of a bid guarantee with bid, or a letter signed by the bidder with the bid referred to and clearly identifying the bid itself.
- d. Failure of a bidder to acknowledge receipt of an amendment to an Invitation for Bids, 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 mistake in the name of the District;
 - (3) there is a failure to furnish an affidavit concerning affiliates, if required; or
 - (4) there is a failure to execute the certifications with respect to Equal Opportunity and Affirmative Action Programs.

15. CORRECTION OR WITHDRAWAL OF BIDS: CANCELLATION OF AWARDS

A bidder or offeror must submit in writing a request to withdraw a bid to the Director of Purchasing or Buyers. 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.

a. 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 Director of Purchasing is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.

16. AWARD

a. Application

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids unless there is a compelling reason to reject one or more bids as prescribed by regulation. A determination of responsibility shall be made before award.

b. Time of Award

The contract award shall be made within fourteen (14) days from the bid opening unless the Director of Purchasing shall determine that a longer review time is necessary. Notice of a time extension shall be given to each bidder by the Director of Purchasing.

c. Notice of Award

Written notice of award shall be sent to the successful bidder in procurements over 50,000.00. Notice of an intended award of a contract to the lowest responsive and responsible bidders whose bid meets the requirements set forth in the Invitation for Bids shall be given by posting such a notice at a location specified in the invitation for bids.

When a contract has a total or potential value in excess of one hundred thousand dollars (\$100,000), in addition to the posted notice, notice of an intended award must be given to all bidders responding to the solicitation. Ten (10) days after notice is given, the District may enter a contract with the bidder named in the notice in accordance with the provisions of this code and the bid solicited. When only one response is received, the notice of intended award and the Ten (10) day delay of award may be waived.

17. COMPETITIVE SEALED PROPOSALS

a. Request for Proposals

The provisions SC Code 11-35-1530, 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

The following requirements shall be followed:

Proposals shall be opened publicly by the Director of Purchasing or designee in the presence of one or more witnesses at the time and place designated in the request for proposals. A tabulation of those offering a proposal shall be made public record. Contents of competing offers shall not be disclosed during the process of negotiation. All offerors must visibly mark as "confidential" each part of their proposal which they consider to be **proprietary information**.

d. Evaluation of Proposals

The provisions of Regulation 9 shall apply to implement the Evaluation Factors.

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
- (6) Regulation 15, Correction or Withdrawal of Bids; Cancellation of Awards

18. SMALL PURCHASES AND OTHER SIMPLIFIED PURCHASING PROCEDURES

a. Authority

Any procurement under this Regulation not exceeding \$50,000.00 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 \$50,000.00 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 spare parts for vehicles) may be included in one solicitation and the award made on "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 \$2,500.00. Small purchases not exceeding \$2,500.00 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. Such purchases shall be distributed equitably among qualified suppliers. When practical, a quotation will be solicited from other than the previous supplier prior to placing a repeat order. The administrative cost of verifying the reasonableness of the price or 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 to be taken only when the Director of Purchasing or designee suspects that the price may not be reasonable; i.e., comparison to previous price paid, personal knowledge of the item involved.

- (2) Purchases from \$2,500.01 to \$10,000.00. Written solicitation of written quotes from a minimum of three (3) qualified sources of supply shall be made and it shall be documented that the procurement is to the advantage of the District, price and other factors considered, including the administrative cost of the purchase. Such documentation shall be attached to the purchase requisition.
- (3) Purchases from \$10,000.01 to \$50,000.00. Written solicitation of written quotations shall be made and documented that the procurement is to the advantage of the District, price and other factors considered, including the administrative cost of the purchase. Such documentation shall be attached to the purchase requisition. Public advertisement is required.
- (4) Purchases from \$50,000.01 to \$100,000.00. Written solicitation of written quotes, bids or proposals shall be made. The procurement shall be advertised at least once in a publication of general circulation or through a means of central electronic advertising. A copy of the solicitation and quotes shall be attached to the requisition. The award shall be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest ranking offeror. The Intended Award must be posted.

The right to protest shall not apply to contracts awarded under the procurement procedures as shown in items 1, 2 , 3 and 4 above.

c. Establishment of Blanket Purchase Agreements

- (1) General. A blanket purchase agreement 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 supplies or services, described therein in general terms, if and when requested by the Director of Purchasing or his/her 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 Director of Purchasing.

- (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:
- (1) name of supplier;
 - (2) blanket purchase agreement number;
 - (3) date of call;
 - (5) call number;
 - (6) itemized list of supplies or services furnished;
 - (6) 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
 - (7) date of delivery of shipment.
- (e) **Invoices**—One of the following procedures shall be used when invoicing:
- (1) 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;
 - (2) 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;
 - (3) 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. The period of any discounts will commence on final date of 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; or
 - (4) 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 BPAs 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 or 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 be used for receipt and acceptance when purchases are retained for administration.

g. Review Procedures

The Director of Purchasing or designee shall review blanket purchase agreement files at least semiannually to assure that authorized procedures are being followed. Blanket purchase agreements shall be issued for a period of no longer than 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 communication capability to any other equipment and/or a stored program capability shall be included in District information technology plans.

19. SOLE SOURCE PROCUREMENTS

a. Application

The provisions of this Regulation shall apply to all sole source procurements unless emergency conditions exist.

b. Exceptions

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) where the compatibility of equipment, accessories or replacement parts is the paramount consideration;
- (2) where a sole supplier's item is needed for trial use or testing;
- (3) where a sole supplier's item is to be procured for resale;
- (4) where public utility services are to be procured;

(5) where the item is one of a kind; and

(6) printed forms, pamphlets, brochures, exclusive of printing equipment.

The determination as to whether a procurement shall be made as a sole source shall be made by the Executive Director of Operations or a designee above the level of the Director of Purchasing. Any delegation of authority by the Executive Director of Operations 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.

20. EMERGENCY PROCUREMENTS

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 which creates a threat to public health, welfare or safety such as may arise by reason of foods, epidemics, riots, equipment failures, fire loss, or such other reason as may be proclaimed by either the Superintendent, the Executive Director of Operations, the Director of Buildings and Grounds, or the Director of Purchasing. 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/her 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 Procedures

Competitive Sealed Bidding is unsuccessful when bids received pursuant to an Invitation for Bids are unreasonable, non-competitive 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 re-solicit competitive sealed bids. If emergency conditions exist after an unsuccessful attempt to obtain Competitive Sealed Bidding, an **emergency procurement** may be made.

g. Written Determination

The Superintendent, the Executive Director of Operations, the Director of Buildings and Grounds, and/or the Director of Purchasing shall make a written determination stating the basis for an emergency procurement and for the selection of a particular contractor.

21. INFORMATION TECHNOLOGY PROCUREMENTS

a. Authority and Purpose

Every school or department using District appropriations shall rent, purchase or lease any information technology, 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.

22. LEASE OF REAL PROPERTY FOR THE DISTRICT

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.

23. RESPONSIBILITY OF BIDDERS AND OFFERORS

a. District Standards of Responsibility

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

- (1) available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;

- (2) a satisfactory record of performance;
- (3) a satisfactory record of integrity;
- (4) qualified legally to contract with the District and State; 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 Director of Purchasing concerning the responsibility of such contractor. If such contractor fails to supply the requested information, the Director of Purchasing 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 such contractor possesses such necessary items;
- (2) Acceptable plans to subcontract for such necessary items; or
- (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 Director of Purchasing 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 nonresponsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Superintendent or the Director of Purchasing. 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.

24. PRE-QUALIFICATION OF SUPPLIES AND SUPPLIERS

a. Qualified Products List

A Qualified Products List (QPL) may be developed by the Director of Purchasing or designee of the District. The Director of Purchasing or designee is authorized to develop a qualified products list 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 bidder lists, but distribution of the solicitation shall not be limited to pre-qualified contractors nor may a prospective contractor be denied award of a contract simply because such contractor was not pre-qualified. The fact that a prospective contractor has been pre-qualified does not necessarily represent a finding of responsibility.

25. CONDITIONS FOR USE OF MULTI-TERM CONTRACT

a. General

A multi-term contract is appropriate when it is in the best interest of the District to obtain uninterrupted services extending over 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 costs 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 year is necessary to best meet the District's needs but funds are available only for the initial fiscal year. Special production refers to production for contract performance when it requires alterations in the contractor's facilities or operations 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 thereof. The contract shall provide that **in the event funds are not available** for any succeeding fiscal year, the remainder of such contract shall be **cancelled**.

b. Objective

The objective of the multi-term contract is to promote economy and efficiency in procurement by obtaining the benefits of sustained volume production and consequent low prices, and by increasing competitive participation in procurements which involves special production with consequent high start-up costs, and in the procurement of services which involve high start-up costs or high phase-in/phase-out during changeover of service contracts.

c. Rule Inapplicable

Regulation 25 applies only to contracts for supplies or services described in "a" of this Regulation and 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) years** unless otherwise approved by the Board. A multi-term contract may be used when it is determined in writing by the Director of Purchasing 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 economics in District procurement.

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

- (a) 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;
- (b) lower production costs because of larger quantity or service requirements, and substantial continuity of production or performance over a longer period of time, can be expected to result in lower unit prices;
- (c) stabilization of the contractor's work force over a longer period of time may promote economy and consistent quality; and
 - (e) 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 cancelled 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 Director of Purchasing 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.

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, and 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.

26. SPECIFICATIONS

a. Definitions

- (1) **Brand Name Specification** means a specification limited to one or more items by the manufacturer's name or catalog number.
- (2) **Brand Name or Equal Specification** means a specification which uses one or more manufacturer's name or catalog numbers to describe the standard of quality, performance, and other characteristics needed to meet District requirements, and which provide for the submission of equivalent products.
- (3) **Qualified Products List** means an approved list of supplies, services, equipment, or construction items described by model or catalog number, which prior to competitive solicitation, the District has determined will meet the applicable specification requirements.
- (4) **Specification** means 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 for delivery. Unless the context requires otherwise, the terms "Specification" and "Purchase Description" are used interchangeably throughout these Regulations.
- (5) **Specification for Common or General Use Items** means a specification which has been developed and approved for repeated use in procurements.

b. Issuance of Specifications

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. It is the policy of the District that specifications permit maximum practicable competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the District's requirements. All specifications shall be written in a non-restrictive manner so as to describe the requirements to be met.

c. Use of Functional and Performance Descriptions

Specifications shall, to the extent practicable, 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 their purchase requisitions the principal functional or performance needs to be met. It is recognized, however, that the preference for use of functional or performance specifications is primarily applicable to the procurement of supply-type items for construction project.

d. Preference for Commercially Available Products

It is the general policy of this 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.

27. SUPPLY MANAGEMENT

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 Director of Purchasing 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 cashier's checks, United States currency or personal checks shall be accepted for sales of surplus supplies or property.

(1) Scrap and Junk Material

Obsolete supplies and equipment and scrap material shall be disposed of in accordance with the Procurement Code upon approval of the Director of Purchasing or designee.

c. Competitive Sealed Bidding

(1) Solicitation and Opening

When making sales by competitive sealed bidding, notice of the sale shall be given at least fourteen (14) 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 opened publicly.

(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 Director of Purchasing. Where such price is not acceptable, the Director 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 preparation of the sale. The solicitation to bidders should stipulate, at minimum, all the terms and conditions of any sale and the fact that the District retains 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

The District may trade in property, the trade in value of which may be applied to the purchase or lease of new items. When the original unit price of the item being offered for trade exceeds fifteen hundred dollars (\$1,500.00), prior approval of the Director of Purchasing must be obtained for original unit prices up to five thousand dollars (\$5,000.00). When the original unit price of an item being offered for trade exceeds five thousand dollars (\$5,000.00), prior approval of the Executive Director of Operations must be obtained. When the original unit price of an item exceeds twenty five thousand dollars (\$25,000.00), the matter shall be referred to the Board for consideration and determination.

f. Leases, Lease Payments, Installment Purchases and Rental of Property

(1) Justification

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

(2) Procedures

Upon written justification by the Director of Purchasing to the school or department of such alternate method, the following procedures will be that:

All lease purchases and installment sales contracts must contain an explicitly stated rate of interest to be incurred by the District under the contract.

g. The Transfer of Excess Supplies Between Schools and Departments

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

28. INTERGOVERNMENTAL RELATIONS

a. Selective Mandatory Opting

Local political subdivisions such as counties, municipalities, school districts, public services or special purpose districts and the Federal Government may purchase from or through the State at any time. When the Materials Management Officer determines, prior to establishment of a contract, that localities must mandatory opt in or out of the contract the following procedures shall be followed:

- (1) Sixty (60) days prior to the establishment of a particular contract, the Materials Management Office shall publicly notify local political subdivision of the mandatory opting requirement; and
- (2) Require local political subdivisions to advise the Materials Management Officer within thirty (30) days of its desire to participate in the contract.

29. ASSISTANCE TO SMALL AND DISADVANTAGED BUSINESSES

Definitions

- (1) Minority Person means a United States citizen who is economically and socially disadvantaged.
- (2) Socially disadvantaged individual means 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 and Women (regardless of race or origin).
- (3) Economically disadvantaged individuals means those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged.
- (4) A socially and economically disadvantaged small business means any small business concern which:
 - (a) At a minimum is fifty-one (51) percent 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 which is a corporation, at a minimum, fifty-one (51) percent of all classes of voting stock of such corporation must be owned by an individual determined to be socially and economically disadvantaged.
 - (c) In the case of a concern which is a partnership, at a minimum, fifty-one (51) percent 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. Such individuals must be involved in the daily management and operations of the business concerned.

30. PLANNING AND CONSTRUCTING SCHOOL FACILITIES

a. Introduction

The Superintendent or his/her designee 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 successful accomplishment of each project to include site selection, and so forth.

b. Authority and Approval

(1) Local

The Superintendent, as directed by the Board of Trustees, or his/her designee, shall ensure that all existing laws, regulations and procedures will be followed.

The Executive Director of Operations 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 ancillary tasks required for the successful accomplishment of each project including site selection and purchase, furniture selection and purchase and so forth.

(2) State

- (a) Section 59-5-60, 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 are herein adopted and are deemed to have the affect of law.
- (b) Section 59-23-40, Code of Laws of South Carolina (1976, as amended), requires that drawings and specifications for all public school buildings be approved by the State Superintendent of Education or his/her agent prior to construction.
- (c) Section 59-23-190, Code of Laws of South Carolina (1976, as amended), requires that all school buildings be inspected and approved by the State Superintendent of Education or his/her agent before being occupied.

On the basis of the above, over a three (3) year period the South Carolina Department of Education, Office of District 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 submitted to the South Carolina General Assembly for review and approval. These regulations became effective on May 27, 1983, after being published in the State Register (Vol. 7, Issue No. 5). These regulations were combined with guidelines developed and reviewed by individuals that included representatives from the Department of Education, various state agencies, outside educational and technical consultants and school superintendents, planners, architects, engineers and school maintenance personnel. The final product was the South Carolina School Facilities Planning and Construction Guide, 1983 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 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 execute procedures from the date of the project's funding by the School Board to the completion of the project.
- (e) The Office of District Facilities Management (ODFM) is responsible for the execution phase of a District permanent improvement project. Such responsibilities include overseeing responsibilities include overseeing the procurement of professional services associated with construction, the construction process, reviewing construction plans and manuals, inspecting job progress during construction and until the completion of the project.

c. Professional Services

Architects, engineers, landscape architects and land surveying services. The requirements for and qualifications of these services are established in section 1.06 of the Guide. The procedure for acquiring these services is set forth below.

(1) Invitation

The District will announce its requirements for these services through a publication of general circulation or Dodge-McGraw Hill, and will mail invitations for proposals to firms listed in the records of the Operations Manager.

(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 other information which the particular invitation may require.

(3) Interviews with Interested Firms

Following receipt of information from all interested persons and firms, the District Building Committee shall evaluate the responses and recommend to the Board at least five (5) persons or firms who have responded to the Committee's advertisement and who are deemed most qualified on the basis of information available prior to the interviews. The Board will interview all persons or firms recommended by the District Building Committee. If less than five (5) persons or firms have responded to the advertisement, the Board shall hold interviews with those who did respond. The District Building Committee's determination as to which 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 enumerate 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 Board to fully acquaint itself with the relative qualifications of the several interested persons or firms.

(4) Selection and Ranking of the Five Most Qualified

The Board shall evaluate each of the persons or firms interviewed in view of their:

- (a) past performance
- (b) ability of professional personnel
- (c) willingness to meet time and budget requirements
- (d) location
- (e) recent, current and projected workloads of the firm
- (f) related experience on similar projects

Based upon these evaluations, the Board shall select the five (5) which, in its judgment, are the most qualified, ranking the five (5) in priority order. The Board'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 election and order-of-preference shall be immediately sent to all who respond to the District Building Committee's invitation to submit information.

(5) Negotiation of Contract

Upon approval, the Board of Trustees, the Superintendent and/or designee, along with any other designees 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 District. Should the Board of Trustees, the Superintendent and/or 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. 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 District Building Committee, and negotiations shall be continued in the same manner until agreement is reached.

Once agreement has been reached, and upon Board approval, the Superintendent and/or designee 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 of their competence and qualifications by the Selection Committee and negotiations shall be continued in the same manner until further 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 District Facilities Management (ODFM), the services of the architect may be deleted and comparable basic services of a professional engineer, landscape architect or other specialist may be substituted. In this event, the following sequence will be followed:

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

1. the nature of the project;
2. the proximity of the architect-engineer or land surveying services to the project;
3. the capability of the architect, engineer or land surveyor to produce the required services within a reasonable time;
4. past performance;
5. the ability to meet project budget requirements.

(b) Maximum Fees Payable to One Person or Firm Fees paid during the twenty-four 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 seventy-five thousand dollars (\$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 Executive Director of Operations a list of professional services, including the fees paid therefore, performed for the District during the fiscal year in which the negotiations are occurring.

(c) Splitting or Large Project Prohibited No project may be subdivided for the purpose of circumventing these provisions.

(d) A purchase order shall be used to authorize these services.

(7) Exception for Small Architect/Engineer/Land Surveying Services

The District may secure architect-engineer or land surveying services which are estimated not to exceed twenty-five thousand dollars (\$25,000) by direct negotiation and selection, following the sequence outlined above.

d. Sole Source Procurement

See Regulation 19.

e. Emergency Procurement

See Regulation 20.

f. Change Orders (AIA Form G701), (Guide: Section 9.05, Paragraph 2.C).

(1) Execution. Change orders which significantly change 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.

(2) Change Orders which do not significantly change the scope of the project or exceed the budget authorized by the Board may be executed by the Superintendent or Executive Director of Operations without prior approval.

g. Maximum Amount of Retention to be Withheld

In any contract or subcontract for construction which the contract or subcontract provides for progress payments in installments based upon an estimated percentage of completion of the contract or subcontract, the retained amount of each progress payment or installment shall be no more than three and a half percent (3.5%).

h. Demolition, Moving or Sale of Buildings

(1) Demolition

Demolition of small buildings such as sheds and storage buildings may be authorized by the Superintendent or the Executive 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 Executive Director of Operations or the Director of Buildings and Grounds. Due consideration shall be given to the cost of moving and rehabilitation versus the cost of new construction.

(3) Sale

The Board of Trustees may declare a building surplus and authorize its sale to the public for removal. This action shall follow the procedure described under Disposal of Real Property. Prior to the disposal of any buildings, the Department of Operations shall have an opportunity to remove items of use to them before the building is shown for sale. For Disposal of Real Property, see Regulation 29.i.(3).

i. Real Property Acquisition and Disposal

(1) Site Acquisition

Site purchases will be scheduled on the long-range capital improvements priority list the same as building projects. Once a site purchase is scheduled the following sequence of events is used:

- (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 50 years or greater, it is **essential** that an evaluation of the area be made on a long-term basis. It would be unwise in most circumstances to locate a new facility in a declining neighborhood, or in a residential area making a transition toward nonresidential 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) Through channels report the results of the site selection process 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 District Facilities Management (ODFM) 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 Management (OSFM) procedures. If negotiations are unsuccessful, switch attention to the second most advantageous site.
- (f) If unable to successfully negotiate the purchase of a satisfactory site, condemnation can be used. See the following section.

(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. The exercise condemnation shall follow this sequence.

- (a) Obtain from the Board, a Resolution of Need, 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 a 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,) the property owner now has gained certain tax advantages regarding the time period 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 school attorney to proceed with condemnation.

(3) Disposal of Real Property

- (a) Where a building is involved, have the Maintenance Department submit a list of all equipment and materials they want to retain. This must be done before the property is shown.
- (b) An appraisal is obtained providing a basis for the value of the property. If the property is valuable, a team of three (3) MAI appraisers should be assembled. The current president of the Anderson 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) Erect a "For Sale" sign on the property easily readable from the nearest business highway. The sign should be no less 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 paper is commonly used because it affords maximum exposure. 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 District Facilities Management (ODFM) 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 minimum setting to keep floor and ceiling tile intact.
- (g) Right of First Refusal If the abandoned property is in the immediate neighborhood of an organized church, the Board may offer a "right of first refusal" to such church or any other organized group desiring to purchase the property to be used for a community house, health center, or other worthy community project. In such event, such church or community group must request and exercise the right within thirty (30) days of the bid opening. Any advertisement for proposed sale of the property should contain a statement that all bids for and sale of the public property are subject to the provisions of Act No. 45 of the 1957 Acts of the S.C. General Assembly.
- (h) Bid Bond All bidders must submit a cashier's check or certified check with their bid payable to the District in the amount of ten percent (10%) of their bid. Parties requesting the "right of first refusal" are also required to make a ten percent (10%) deposit earnest money. If a bid of first refusal is accepted, the deposit is applied to the purchase price. If a bidder or requester for first refusal defaults, it constitutes forfeiture of the deposit. Deposits on all bids and requests for first refusal not accepted are returned **without** interest or penalty.
- (i) Freedom of Information Act The FOI **permits** discussion of matters **pertaining to property** transactions in closed meetings.

31. PAYMENT FOR GOODS AND SERVICES

a. Authority

thirty Invoices received in time to be properly approved each month shall be paid within (30) days unless there is justification for withholding payment.