

FAIRFIELD COUNTY
PROCUREMENT
MANUAL

Adopted
July 14, 2014

PREFACE

Fairfield County has adopted operating procedures consistent with the policies of the County Council in managing the commitments of funds entrusted to the County. All purchases made by County departments shall be made in accordance with the ordinance establishing a centralized purchasing system for the procurement of goods and services required by Fairfield County in conformance with purchasing policies established and approved by the County governing body. The appropriations provided in the ordinance shall not in any case be exceeded, and any contracts which may be made or which in any manner result in the expenditure of funds in excess of the appropriations provided in this ordinance shall not be binding upon Fairfield County. Each department head is charged with the duty of ascertaining in advance whether or not the appropriations are sufficient to pay for the furnishing of such supplies, commodities, or services.

Procurement: The acquisition of all supplies, equipment, services, and construction necessary for the every day operation of the County is the responsibility of the Office of Procurement, operating under the direct supervision of the County Administrator, pending Council approval for purchases over \$25,000.00.

This guide may be used as a reference to answer specific questions. It will be updated periodically to reflect changes in the County Code or in operating policies and procedures. Suggestions for procedural changes or for additional information to be contained in this guide should be submitted to the Director of Procurement.

Responsibility for interpretations of this regulation shall rest with the issuing office, primarily with the author and the County Administrator. Individual interpretations, without consultation and approval of the issuing authority, shall be the personal liability of the individual making such interpretations.

Disposal: The disposition of all excess and obsolete County property, serviceable and unserviceable, is the responsibility of the Office of Procurement. The Office of Procurement shall conduct the acquisition and disposal functions in such a manner as to achieve the greatest benefit for the County in accordance with the ethical practices of the profession as outlined by

the Code of Ethics of the National Contract Management Association (NCMA) and the National Institute of Governmental Purchasing (NIGP).

This guide is provided as a tool to assist you in working with the Office of Procurement.

Authorizations and Responsibilities: The Procurement Director is Fairfield County's agent for the purpose of entering into contracts for the procurement of goods and services. The Director of Procurement or his designees are the only individuals authorized to initiate procurement and to sign purchase orders or contracts on behalf of the County. It is the responsibility of the Office of Procurement to assure the Administration and members of the County Council that purchases and dispositions are made in a legal, ethical, and professional manner, and that they are made in compliance with the County Code and the other policies governing these actions. Anyone other than the Procurement Director who signs contracts which commit Fairfield County may be assuming personal liability for the commitment.

Requirement of Good Faith: This regulation requires all parties involved in the negotiations, performance, or administration of the County contracts to act in good faith.

FOREWORD

This manual is provided as a guide to all Departments/Agencies of Fairfield County (excluding only the County Transit System, which shall follow the State Procurement Code as its manual) for the procurement and disposal of materials, supplies, equipment, services, and construction required in their respective operations and for the budgetary control of the costs of purchases. Procedures outlined herein apply regardless of the source of funds.

Every transaction between a buyer and a seller involving the transfer of property, materials, or services is a contract. Some contracts are of the simplest form, while others are made the subject of lengthy written agreements defining in technical terms the nature of the material, method of payment, and other contractual conditions.

From the inception to the consummation of a transaction between a buyer and a seller, many important issues are involved and the proper handling of these and the administering of the business features connected with them are vital factors in the successful completion of the transaction. For these reasons, the authority and responsibility of purchasing rests with the Office of Procurement. This places the responsibility on those who have the interest and the skill to do the work properly and whose primary concern is in the performance of this special task. It permits the establishment of uniform policies with respect to seller relationships.

The objectives of the Procurement of Fairfield County are as follows:

1. To simplify, clarify, and modernize the regulation governing procurement and disposal operations.
2. To provide increased economy in County procurement and disposal activities and to maximize, to the fullest extent practicable, the purchasing value of public funds of the County.
3. To foster effective broad-based competition within the free enterprise system.
4. To provide for increased public confidence in the procedures followed in public procurement.
5. To ensure the fair and equitable treatment of all persons who deal with the acquisition and disposal system of the County.
6. To provide safeguards for the maintenance of a procurement and disposal system of quality and integrity.

DEFINITIONS

1. **ACTUAL COSTS** – are all direct and indirect costs, which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.
2. **BID BOND** – is a surety in a form specified in this chapter and in the bid specifications that accompanies a bid submitted by a bidder, to ensure that a successful bidder will enter into a contract with the County and comply with the bid requirements.

3. **BUSINESS** – means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
4. **CHANGE ORDER** – means a written order signed by the Director of Procurement, directing the contractor to make changes in the contract.
5. **CLOSE FAMILY** – means any of the following members related to a County employee; spouse, sibling, in-laws, uncle/aunt, or cousin.
6. **CONTRACT** – means all types of agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.
7. **CONTRACT MODIFICATION** – means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
8. **CONTRACTOR** – means any person having a contract with the County.
9. **CONTRACTUAL SERVICES** - includes any telephone, telecommunications, gas, water, electrical light, and power services; towel, window washing, and cleaning service; the rental of equipment and machinery; and all other types of agreements under which the contractor provides services which are required by the County government but are not furnished by its own employees; provided, however, that **CONTRACTUAL SERVICES** shall not include legal advertising and purchases of space for legal advertising which shall not be subject to the provisions of this chapter; under which certain services will be provided for a specified period of time at an agreed upon cost.
10. **CONSTRUCTION** – means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property.
11. **COST ANALYSIS** – is the evaluation of cost data for the purpose of arriving at costs actually incurred or estimates of costs to be incurred, prices to be paid, and costs to be reimbursed.
12. **COST DATA** – is the information concerning the actual or estimated cost of labor, material, overhead, and other cost elements, which have been actually incurred or which are expected to be incurred by the contractor in performing the contract.

13. **DATA** – means recorded information, regardless of form or characteristic.
14. **DAYS** – means business days, unless specifically stated otherwise.
15. **DESIGNEE** – means a duly authorized representative of a person holding a superior position.
16. **EMPLOYEE** – means an individual drawing a salary from a governmental body, whether elected or not, and any non-compensated individual performing personal services for any governmental body.
17. **FORMAL QUOTE** – is a statement of promise submitted in response to a request for quotation by a potential supplier to supply goods or services to a buyer at specified prices and within a specified period.
18. **MINORITY AND DISADVANTAGED BUSINESS** – is a small business which is owned or controlled by a majority of person, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages and/or is owned and operated by a person considered to fall within the category of a minority group. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans, and Women of all ethnic groups.
19. **NON-RESPONSIBLE BIDDER** - includes any bidder or prospective bidder who fails to furnish, upon written request, acceptable proof of his or her responsibility and who, as a vendor or contractor with the county or with other governmental units, has a history of making untimely or unsatisfactory performance of contractual obligations; or who has violated or attempted to violate the provisions of this chapter; or any bidder whom the County Administrator has determined to be an **NON-RESPONSIBLE BIDDER**.
20. **MAY** – denotes the permissive.
21. **OFFEROR** – means a person submitting a proposal when procurement is made by a source selection method other than competitive sealed bidding.
22. **PAYMENT BOND** - is a labor and materials **PAYMENT BOND** satisfactory to the County, executed by a surety company meeting the criteria established by S.C. Code § 29-6-250, as amended, or secured by cash, cashier's check, or unconditional letter of credit issued by a commercial bank in South Carolina, to secure the payment of all

persons supplying labor, material, or rental equipment to the contractor or its subcontractors performing work under the contract, or who are otherwise entitled to assert a claim against the bond under S.C. Code §§ 29-6-250 or 11-1-120. As required by S.C. Code § 29-6-250, a **PAYMENT BOND** is required on all contracts to improve real property when the contract sum is in excess of \$50,000, and in its discretion Council may require a **PAYMENT BOND** when the contract amount is for a lesser amount. The provisions and requirements of S.C. Code §§ 29-6-250 and 11-1-120, and other relevant provisions of the South Carolina Code, as amended from time to time, are incorporated herein by reference.

23. **PERFORMANCE BOND** – is a **PERFORMANCE BOND** satisfactory to the County, executed by a surety company meeting the criteria established by the County or by state law, or otherwise secured in a manner satisfactory to the County, in an amount equal to at least 100% of the price specified in the contract, to secure the performance of the contract by the successful bidder.
24. **PERSON** – means any business, individual, union, vendor, committee, club, other organization, or group of individuals.
25. **PROFESSIONAL SERVICES** – include the services of architects, attorneys, auditors, certified public accountants, engineers, land surveyors, physicians, and other professionals who are typically licensed by the State of South Carolina and/or by the United States government to provide a professional service.
26. **PROTEST** – means a written statement concerning any unresolved disagreement or controversy arising out of the solicitation or award of a contract filed in accordance with the Code.
27. **REGULATION** – a statement having general or particular applicability and future effect, designed to implement, interpret, or prescribe law of policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with existing procedure.
28. **RESPONSIBLE BIDDER** - includes any bidder who submits a responsive bid; who has furnished, when requested, information and data to establish that his or her financial resources, production or service facilities, service reputation, and experience are adequate to make satisfactory delivery of the supplies, materials, equipment, or

contractual services on which he or she bids; and who has not violated, or attempted to violate, any provisions of this document.

29. **RESPONSIVE BIDDER** – is a bidder whose bid does not vary from the specifications and terms set out in the invitation for bids. Also, includes any officer submitted by a responsible bidder on the prescribed form to furnish supplies, materials, equipment, or contractual services in conformity with the specifications, delivery terms and conditions, and other requirements included in the invitation for bids.

30. **SHALL** – denotes the imperative.

31. **SUPPLIES, MATERIALS, AND EQUIPMENT** – include any articles or things which shall be furnished to or used by any county agency or using agency, including, but not limited to, furniture and fixtures, office supplies and equipment, computer hardware and software, automobiles, trucks, telecommunications equipment, equipment used for road maintenance, equipment for solid waste management, any printing, binding, publication, stationery, forms, laws codes, journals, and reports.

OFFICE OF PROCUREMENT RESPONSIBILITIES AND DUTIES

A. The Director of Procurement is responsible for establishing and administering purchasing and disposal policies, as approved by the Fairfield County Council, negotiating term contracts, consolidating purchases of like or common items, analyzing prices paid for materials, equipment, supplies, and services, and generally defining how to effect cost savings and to coordinate purchasing procedures for Fairfield County.

B. Specific responsibilities, duties and functions include:

1. Purchase all supplies, materials, equipment, contractual services, and construction required by the various departments and agencies of the County; submit as required contracts for award. Negotiate contracts for goods and personal services, and submit them for approval and award.

2. Develop with the approval of the County attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop and prescribe the use by agencies of other forms required in carrying out the provisions of this article, and amend or eliminate any such forms.
3. Develop and use those types of contracts and purchase orders, which will reduce to the minimum the accompanying paper work and which, in other respects, will be most advantageous to the County.
4. Make full utilization, to the greatest extent possible, of the purchasing services provided by the Division of General Services of the State. The Director of Procurement may purchase goods and services through the Materials Management Office of the Division of General Services under procurement from State Contracts.

Procedural Regulations

1. The Director of Procurement is hereby authorized to prepare procedural regulations to amplify the provisions of this article. Such regulations shall be submitted to the County Council for approval, after which the same shall be incorporated herein by reference and shall have the force of law. Such regulations may include, but are not limited to:
 - a. The procedure for handling bids or proposals, including their custody and safeguarding; opening and tabulating; rejection and re-advertising; and procedure for determining the responsive and responsible vendor.
 - b. The procedure for securing from vendors and prospective vendors the data necessary to determine whether or not they are responsive and responsible.
 - c. The procedure for inspection of delivery of supplies, materials, equipment, and contractual services.
 - d. The procedure for reporting receipt of delivery of supplies, materials, equipment, and contractual services.
 - e. The procedure for submitting requisitions for the supplies, materials, equipment, and contractual services required by the using agencies.
 - f. The procedure for making emergency purchases.

- g. The procedures for controls safeguarding supplies, materials, and equipment in storerooms or at storage points.
- h. The procedure for determining from heads of using agencies estimated future requirements for supplies and services needed on a recurring basis.
- i. The procedures for redistribution and disposition of property.
- j. Dollar limitations to reflect current marketing and purchasing procedures.
- k. Such matters as may be necessary to give effect to provisions of this article and any amendments thereto.

Prior to the promulgation, amendment, or repeal of any regulation, the Director of the Office of Procurement shall request modification through the Administrator and/or Council for approval of modifications.

2. Representation

Act of being Fairfield County's representative on all matters pertaining to procurement and property disposal.

3. Specifications

Use standard specifications wherever they are applicable to purchase orders and contracts, and insure compliance with such specifications through adequate inspection of deliveries.

4. Consolidations and Bulk Purchasing

Consolidation purchases are of like or common items to obtain the maximum economical benefits and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts.

5. Surplus/Disposal Property

Transfer between agencies supplies, materials, and equipment which are no longer needed by a holding agency but which can be used by the receiving agency. Exchange, trade-in, sell, or dispose of those supplies, materials, and equipment which are surplus, obsolete, or unused and which are found by the County Administrator not to be required for public use. County property may be declared surplus by the department heads in written communication through the County

Administrator to the Director of Procurement. Surplus property may be land, buildings, equipment, materials, or supplies. Surplus property shall be offered through competitive sealed bids or auction. It is recognized, however, that some types of items can be sold off more readily by other means, including barter. Only cashier's checks, United States currency, or personal checks shall be accepted for sales of surplus property.

6. Auction

Property may be sold at auction. The auction notice should stipulate, at a minimum, all the terms and conditions of any sale and the fact that the County retains the right to accept or reject any and all bids.

Additional Provision

Any item of property belonging to the County, which is declared by the County Administrator to be obsolete or surplus, that has been offered for auction or bid and has not received an offer, may be disposed of as trash at a County recycling center, provided a list of such property has been made and signed as being of no value by the Director of Procurement and the Administrator.

7. Standardization

Work with other divisions to establish standardization of materials, supplies, and equipment where practicable.

8. Supplier Relations

Promote good will and public relations between Fairfield County and its suppliers. Encourage full and open competition whenever possible.

9. Purchasing Analysis

Keep informed of current developments in the field of purchasing, prices, market conditions, and new products, and secure for the County the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, and trade associations having organizations.

10. Procurement Manual

Prescribe and maintain a standard procurement manual for all using agencies.

11. Vendor's Commodity Listing

At the direction of the Director of Procurement, the Procurement Department may prepare, adopt and maintain a Vendor Commodity Listing. Said listing shall contain description of vendor's commodities.

12. Disqualification of Bidders

Have the responsibility to ascertain the identity of all vendors who default on their obligations to the County and to make no purchases from said vendors for a period of up to one year, unless this prohibition is expressly waived by the County Administrator.

13. Public Access to Procurement Information

Procurement information shall be of public record to the extent provided in the Code and shall be available to the public.

14. Interpretations

Responsibility for interpretations of this regulation shall rest with the issuing office, primarily with the author and the County Attorney or County Administrator.

POLICIES

A. The following policies shall govern the procurement of goods and services for the County in accordance with the existing Procurement Ordinance:

1. All purchases will be made through and by the Office of Procurement, except as otherwise exempted by the County Administrator or Fairfield County Council. In some instances, authority to request prices may be delegated to others.
2. Acceptance of gifts, other than advertising novelties, is strictly prohibited. Acceptance of elaborate entertainment is also prohibited. No employee shall

become obligated to any supplier and shall not conclude any County transaction from which they may personally benefit. Should it become necessary for County officials and/or County employees to travel to evaluate a purchase, all expenses will be paid by the County and not the vendor.

3. No employee or officer of the County shall be prohibited from purchasing at public auction, authorized by law, used goods or materials from the County on the same basis as are all other members of the public.
4. No contract, purchase, or group of requisitions should be subdivided to avoid bid and quotation requirements.
5. Unless authorized, it is unlawful for a County officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or make any contract other than through the Office of Procurement, and any purchase order or contract made contrary to the provisions hereof shall be deemed an unauthorized purchase.
6. In cases of extreme emergency, and only in such cases, an exception to the above policy may be made with understanding that the person authorizing the emergency order will personally assume the responsibility of immediately following up the verbal order given by him/her or by his/her authorized representative, with proper justification in written form and the proper requisition. In cases of emergency, the requestor shall, if possible, contact the Office of Procurement prior to placement of the order with the vendor.
7. All open market purchases shall be awarded to the lowest responsive and responsible bidder, and all open market sales shall be made to the highest responsible bidder.

INTER-DEPARTMENTAL RELATIONS

Cooperation and understanding between departments is essential in the effective operation of the Office of Procurement.

- A. The Office of Procurement will at times establish and maintain close liaison with other departments in order to meet their purchase needs and requirements.
- B. It must be emphasized, however, that in most instances, the Office of Procurement does not determine the requirements for a particular purchase.
- C. In cases where technical equipment, specifications, plans, or designs are involved, the department concerned will indicate their requirements and all purchasing actions will be coordinated with the user department prior to the issuance of a formal purchase order or contract.

VENDOR RELATIONS

- A. When necessary, in order to interview salesperson regarding details of their product, other divisions and departments should request such visits through the Office of Procurement. In interviews with salesperson, no one shall commit to preference for any product or service or give any information regarding performance or price.
- B. All correspondence with suppliers will be through the Office of Procurement except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, the Office of Procurement must receive copies of correspondence.
- C. Any quotation or specific information received from vendors relative to any item under consideration for purchase must not be divulged, except when State regulations or County laws make such disclosures permissible, until after a purchase order has been issued.
- D. All bidders must be afforded equal opportunities to quote so that all bidders can compete on equal terms.
- E. New sources of supply will be given due consideration because multiple sources of supply are necessary to ensure competition, continuity of supply, and availability of materials. The County will buy from any vendor who exhibits adequate financial strength, high ethical standards, and a record of adhering to specifications, maintains shipping promises, and gives a full measure of service.
- F. The County will strive to maintain strong and enduring relationships with vendors of proven ability and desire to meet our needs. To accomplish this, our procurement activities will be conducted so that all vendors will value our business and make every effort to

furnish our requirements on the basis of the most economical quantity, suitable quality, timely delivery, adequate service, and lowest possible price.

PURCHASE REQUISITION - PURPOSE

The Purchase Requisition serves to inform the Office of Procurement of the needs of the user department/division and to correctly define the material requested. In addition, the approved requisition signifies authority to charge a specific account number and that there are sufficient funds available in the account specified.

OFFICE OF PROCUREMENT RESPONSIBILITIES

- A. To become acquainted with the needs of all departments and divisions.
- B. To aid and cooperate with all departments in meeting their needs for operating supplies and equipment at the least cost to Fairfield County.
- C. To assist in the preparation of specifications for all requirements.
- D. To locate the sources and availability of needed products.
- E. To process all requisitions and purchase orders with the least possible delay.
- F. To verify funds have been allocated and that proper departmental account codes have been utilized for requisitioned goods and/or services.
- G. To work with the supplier in correlating all the steps involved in completing a purchase, including purchase order follow-up and tracing.
- H. To assist the department with any difficulty after the product has been delivered or service has been rendered.

Approval Authority and Limitations

- A. Purchases in amount up to \$15,000 – can be approved by Director of Procurement.
Purchases in excess of \$25,000 must be approved by the County Council.

- B. Change orders in an amount lesser of ten percent (10%) of the original contract price and/or \$10,000 must be approved by the County Administrator. Change orders in excess of 10% and/or \$10,000 must require approval by Council.

USER DEPARTMENT’S RESPONSIBILITIES

- A. Allow ample time for the Office of Procurement to place the order and for the supplier to deliver.
- B. Enter clear and accurate description of materials and equipment to be purchased.
- C. Prepare specifications that require a technical or engineering background.
- D. List anticipated requirements in advance, as soon as known.
- E. Keep the Office of Procurement advised of any abnormal demands.
- F. Under no circumstances will the Office of Procurement be obligated by departments in any manner whatsoever.
- G. Advise the Office of Procurement of any known qualified supplier.
- H. Verify that all charges in the requisition are properly coded as to department and object codes.
- I. Be sure that funds have been allocated and are available in the proper object codes to support purchase. If sufficient funds have not been allocated or are not available, the requisition will be returned to the user department.
- J. Be sure the purchase is for a “public purpose.”

PREPARATION

Requisition shall be submitted and prepared far enough in advance to permit the Office of Procurement to obtain competitive prices and to allow sufficient time for deliveries to be made.

- A. The following minimum time requirements are necessary to secure competitive prices after receipt of requisition(s) and correct specifications by the procurement officials.
 1. Five working days for items not requiring a formal quote under \$2,500.
 2. Ten working days for verbal or written quotes of \$2,500 - \$ 5,000.

3. Three weeks for items which do not require advertising, but will be formally quoted \$5,001 - \$10,000.
4. Ninety days for goods, services, or construction when the estimated amount of the total procurement is in excess of \$25,000.

SPECIAL SITUATION

Requisitions on which special handling is desired for the purchase of materials to prevent downtime of any operation in a department, but which are not strictly emergencies, may be hand-carried or walked through channels in the interest of saving time. These must be held to a minimum and shall be used only in cases of required purchases with a justification as to the urgent need indicated on the front page of the requisition. Note: competitive pricing shall be obtained by the Office of Procurement for all requisitions prior to issuance of the purchase order. All quotes shall be submitted in writing, fax, or e-mail format, when possible.

REQUISITIONS

The Requisitions are an important communication tool between the end-user and Procurement. The Requisitions will be generated electronically to control requests for all purchases of material, services, and construction; therefore, all acquisition requests must be submitted to Procurement electronically through the .Net system.

In order to gain the greatest utilization from the requisition, it must be submitted with complete detail. The following instructions are to be applied when submitting a request:

1. Ship-to address: Enter name of department/agency and the complete street address to which the goods/services are to be delivered.
2. Item Number: Enter the number of each line item in sequence.
3. Quantity: Enter amount desired for each line item and the unit of measure (i.e. each, box, etc.).
4. Description:
 - (a) Enter generic description of items requested.

- (b) State name, model, or part number of manufacturer or equivalent.
 - (c) State dimensions and other technical data.
 - (d) Enter suggested vendor source.
 - (e) Enter estimated unit price for each line item.
 - (f) Realistic required delivery date.
 - (g) Justification when no substitutions are desired.
 - (h) Attach a copy of item to requisition or forward a copy for reference.
5. Department/agency head or designee approval: By approving the requisition, the individual is certifying that there are sufficient unencumbered funds for this request, and the department/agency head or designee may be held personally liable for any funds expended in excess of the amount appropriated by County Council in the department budget.
 6. Account to Charge: Enter the fund/department/agency and the 10-13 digit account budget code to which the items/services are to be charged. Consult the department budget report when in doubt, or contact Finance for instructions.
 7. Vendor Source: If known, enter preferred vendor's name, address, and estimated cost.

NOTE:

1. The Director of Procurement or designee has the authority and the responsibility to review requisitions to ensure that specifications are not unduly restrictive and do not prohibit reasonable competition.
2. The head of the department originating the request must approve and post requisition, a "Certification of Nonrestrictive Specifications," see sample, and submit it with the requisition for each requirement exceeding \$25,000.
3. For clarification purposes, fixed capital assets in excess of \$4,999 are defined as acquisitions.

PURCHASE ORDERS

Purpose

A purchase order authorizes the vendor to ship and invoice the materials and services as specified. Purchase orders shall be written so that they are clear, concise, and complete. This will prevent any unnecessary misunderstanding and correspondence with suppliers.

When Issued

Computer generated, numbered purchase orders shall be issued upon receipt of an acceptable requisition, after receipt of competitive offers, upon determination whether funds are available, and after Council approval, as necessary.

Who Issues

Only the Office of Procurement is authorized to issue purchase orders. The using department shall not enter into negotiations with any supplier for the purchase of supplies, materials, equipment, or construction. All purchase orders shall be transmitted to the supplier by the Office of Procurement.

Routing of Order

A standard purchase order form, containing copies, is used to make all purchases and is routed as follows:

Expediting and Follow-up

On a periodic basis, the Office of Procurement may make inquiry to the vendor as to the status of a particular order after issuance. Special follow-up may be requested by the ordering department.

Difficulties after Receipt of Service or Item

The Office of Procurement shall handle, with the vendor, any problems or difficulties with received items or services.

Prepayment Procedures

Purchase orders may be issued on items requiring prepayment. See Financial System Procedures for required documentation.

Registration Fees and Travel

Registration fees and other travel expenses are submitted on the required documentation. See County Financial Policy/Procedure Manual.

Sole Source Procurement

A. A purchase order may be awarded for a supply, service, equipment, or construction item without competition when the Director of Procurement determines in writing, after receiving justification from the requisitioners, that there is only one source for the required supply, service, equipment, or construction item. Sole source purchases will be identified based on the following criteria:

1. There is a lack of competition for a product or service.
2. It is a unique, one-of-a-kind service or offer.
3. The product has patented or proprietary rights that provide superior capabilities, which are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors, whose competition could be encouraged.
4. Where the items are needed for trial use or testing.
5. The product is a standardized item.
6. When the item is to be procured for resale.
7. Where the compatibility of equipment, accessories, services, systems, software, or replacement parts is of paramount importance.

B. In all cases, requisitions or purchase orders for sole source procurement must be accompanied by written justification with sound reasons to support the request. All such requests must be approved by the Director of Procurement and the County Administrator. Budgeted purchases in excess of \$25,000 shall be approved by the County Council. Unbudgeted items will require Council approval. The Office of Procurement shall conduct all negotiations, as appropriate, as to price, delivery, and terms.

Emergency Procurement - Definition

A. An emergency shall be deemed to exist when it creates a threat to public health, welfare, or safety, as may arise by reason of floods, epidemics, riots, equipment failures, fire loss, or any other reason as proclaimed by the County Administrator or his designee. The occurrence of emergency conditions must create an immediate and serious need for supplies, equipment, and services which cannot be met through normal procurement methods and the lack of which would seriously threaten:

1. The functioning of the County government.
2. The preservation or protection of property.
3. The health or safety of any person.

B. Emergency procurements are to be limited to only those supplies or services necessary to meet the emergency. The County may make emergency procurement when such condition exists and cannot be met through the normal procurement process. A written determination by the using department of the basis for the emergency and for the selection of the particular contractor shall be provided to the Purchasing Department and included in the contract file. Taking this into account, whatever competition, as is practicable and required, should be obtained. Purchases in excess of \$25,000 must be approved by County Council.

General Information

When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency will often occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order.

Exemption

The County Administrator or County Council may exempt specific supplies or services from the requirements of the competition, as outlined in the purchasing procedures herein, and may modify, add, or withdraw any exemptions provided for in this section:

- Books, periodicals, newspapers, technical pamphlets, and copyrighted materials,
- Travel,
- Workshops, seminars and conferences,

- Perishable foods,
- Taxes, social security, annuities, credit unions,
- Refunds on insurance,
- Oil company credit cards,
- Attorneys, subject to approval by Council,
- Medical professionals (licensed),
- Court recorders,
- Professional dues, registration and membership fees,
- Training seminars or staff development offered by the County to County employees and those contractual services necessary to provide the services for the seminar,
- Certificates or other related types of documents,
- U.S. postage stamps and post office boxes,
- Art reproductions,
- Expert witness service,
- Furniture refurbishing services of the S.C. Department of Corrections,
- Law enforcement uniforms and clothing,
- Utilities, if essential to County operations,
- Supplies and services provided by the S.C. Division of General Services to public procurement entities.

Unauthorized Procurement

The Office of Procurement is the only unit in the County authorized to procure supplies, materials, equipment, services and construction required by the Departments of Fairfield County. Procurement made contrary to the provisions of this article shall be considered an unauthorized and unlawful purchase. The head of the department making such purchase transactions shall be personally liable for the amount of such purchase order or contract unless waived by the County Administrator.

Employee/Vendor Relations

A. Policy

Employees shall not extend favoritism to any vendor; shall not endorse any product/service of any type or kind in a manner that will identify him/her in any way as an employee of the County. Each employee is responsible to establish and maintain a good and responsive vendor relationship and make every effort to identify new potential sources of supplies and services.

PERSONAL INTERESTS

Conflicts of Interest

It is the responsibility of each official and employee of Fairfield County and of the Office of Procurement to take all appropriate steps to assure that the County does not knowingly enter into any purchase commitment, which could result in a conflict of interest. Procurement will bring any questionable situations to the attention of the proper authorities. Any purchase or contract within the purview of this manual in which the Purchasing Director or any officer or employee of the county is financially interested, directly or indirectly, or which is, in any other manner, in conflict with state ethics laws, as they may be amended from time to time, shall be void if the other party knew or should have known of the interest or conflict; provided, however, that, before the execution of a purchase or contract, the County Administrator shall have the authority to waive compliance with this section when he or she finds such interest to be so remote or indirect as to be inconsequential and not in violation of law.

1. No employee, elected official, or close family member of the County may bid on a county contract if that individual is authorized to exercise decision making authority or responsibility with regard to that contract for the County, and any such person is declared to have a conflict of interest;
2. No County Council member may bid on, or be a subcontractor on, any County contract;

3. It is further declared that any person, corporation, or other legal entity which is involved in active or threatened litigation with the County, or any of its officials or agencies, over a contractual or other matter (other than the contesting of a tax assessment or contesting a minor traffic violation or minor code violation), has a conflict of interest for purposes of the Competitive Purchasing procedures set forth; and
4. That any such person, corporation or other legal entity with a conflict of interest is debarred from bidding on County proposals for the acquisition of goods or services until such litigation or threat of litigation is finally resolved.
5. A County employee or an official of the County will adhere to policy set forth in the County Human Resource procedures manual section GP-7.

GRATUITIES

- A. The acceptance of any gratuity in the form of cash, merchandise, or any other thing of nominal value by an official or employee of the County from any vendor or contractor, shall be deemed to be a violation of this article and shall be cause for removal or other disciplinary action. State ethics laws govern fully in this regard.
- B. The offer of any gratuity is in violation of state ethics laws by an official or employee of the County by any vendor or contractor or by any prospective vendor or contractor shall be cause for declaring such individual or firm to be a non-responsible bidder and for debarring him from future business opportunities.

Performance

All deliveries shall be made to locations specified in the solicitation, in the contract and/or on the purchase order. The vendor shall pay all charges for delivery, except when the contract or purchase order expressly provides otherwise. A vendor who fails to make delivery within the time specified, or delivers material that does not conform to samples or specifications and is not promptly replaced, and who delivers goods or services which are repeatedly rejected, and who

misrepresents or mislabels the materials, is in default. In the event of default, the Director of Procurement will take appropriate action against the vendor as required by law.

Inspection

Inspection is a close and critical examination of goods and services delivered to the end-user.

The following checks should be made, but not limited to, during an inspection:

1. The proper quantity has been delivered.
2. Unless otherwise specifically ordered, the delivery consists of new and unused merchandise.
3. Commodities of the quality, grade, or standard specified in the solicitation or purchase order have been delivered.
4. The design, construction, ingredients, size, kind, type, make, color, and style of the commodities conform to the requirements of the solicitation or purchase order.
5. The packaging, labeling, marking, or other means of identification meet specifications or, if not specified, conform to the commercial practices for protecting the items during transportation, storage, handling, and distribution.
6. Unless otherwise specifically ordered, the delivery contains no materials classified as “seconds,” factory rejects, mill ends, distressed merchandise, surplus, or materials having other objectionable characteristics.
7. The commodities comply with specification requirement in all essential aspects, are in good condition, and delivery has been made in accordance with the terms and conditions of the solicitation, contract, or purchase order.

Rejections

If any item is rejected after inspection, notice should be given by the receiving end-user to the Office of Procurement within three (3) working days after inspection. The Director of Procurement shall notify the vendor, who must remove the rejected commodity from the County’s premises and promptly replace it or issue a credit document.

Complaints

To register a grievance against a vendor or contractor, the end-user must file a written report with the Office of Procurement. It is imperative to be specific about the complaint. The buyers will follow-up the complaint with the vendor/contractor and resolve the problem.

Cancellation

In any of the situations, the Office of Procurement shall have the right to cancel a contract or purchase order:

1. The vendor/contractor fails to make delivery within the time specified in the contract/purchase order.
2. The vendor/contractor fails to provide service when service is a part of the contract/purchase order.
3. Any commodities or equipment delivered under the contract/purchase order are rejected and are not promptly replaced by the vendor. If there are repeated rejections, the contract/purchase order may be canceled even though the vendor/contractor offers to replace the items immediately.
4. The vendor/contractor agrees to cancellation.
5. The contract/purchase order is obtained by fraud, collusion, conspiracy, or by any method which is in conflict with statutory or constitutional provisions of Fairfield County and the State of South Carolina.

BLANKET ORDERS

Definition

A blanket purchase agreement is a simplified method of filling anticipated needs for small quantities of supplies and services with qualified sources of supply. This will reduce administrative costs in accomplishing small purchases by eliminating the need for issuing individual purchase orders. All competitive sources will be given an equal opportunity to furnish supplies or services under such agreements. The authority to issue blanket purchase agreements is vested only in the Office of Procurement.

Terms and Conditions

Blanket purchase agreements must contain the following provisions:

1. Description of agreements – a statement that the supplier shall furnish goods and services, described therein in general terms, if and when requested by the Director of Procurement or his designated representative(s), during a specified period and within a stipulated aggregate amount, if any. Blanket purchase agreements may encompass all items the supplier is in position to furnish.
2. Extent of obligation – a statement that the County is obligated only to the extent of authorized calls actually placed against the agreement.
3. Notice of individuals authorized to place calls and dollar limitations.
4. Delivery tickets – a requirement that all shipments under the agreement shall be accompanied by delivery tickets or sales slips, which must contain the following minimum information:
 - Name of supplier (business name),
 - Blanket purchase agreement number,
 - Date of call,
 - Itemized list of goods or services furnished,
 - Quality, unit price and extension of each item,
 - Date of delivery or shipment.
5. Invoices – an itemized invoice shall be submitted at least monthly or upon expiration of the agreement, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received.
6. Receipt and acceptance – acceptance of supplies or services shall be indicated by date and signature of Receiving Department representative. A sales slip or delivery ticket may be used for this purpose. Receipt and acceptance forms shall be forwarded to Procurement Department for verification of receipt of goods or services.
7. Review procedures – blanket purchase agreement files will be reviewed at least semi-annually to assure that authorized procedures are being followed. Such agreements shall be issued for a period not longer than one (1) year.
8. Term – must indicate beginning and ending date.

BIDDER INFORMATION

Public Notice

All procurements in excess of \$10,000 shall be publicized in a newspaper of general circulation, or County website (www.fairfieldsc.com).

Public Availability

A copy of the Request for Bids or Proposals shall be made available for public inspection at the Office of Procurement.

Bidders List

A. Purpose

Bidders' lists may be compiled to provide the County with the names of businesses that may be interested in competing for various types of County contracts. It is the responsibility of the supplier to ensure he is on a current bid list with accurate up-to-date information, including address, telephone number, and/or e-mail address.

B. Addition and Delegation of Bidders

1. Businesses may apply for addition to the bidders' list by completing and submitting an application to the Office of Procurement. It is the supplier's responsibility to ensure he is on any or all associated bid lists.
2. Businesses that fail to respond to a solicitation of any type for procurement may be removed from the bidders' list. Prospective bidders currently meeting the criteria for inclusion on the list may be reinstated upon their request.
3. Bid list will be maintained by type of service or equipment as understood by Procurement.

C. Public Availability

Names and addresses on bidders' lists shall be available for public inspection, provided these lists shall be used for promotional, commercial, or marketing purposes.

COMPETITIVE PURCHASES

- A. Small purchases, not exceeding \$500 (including tax, shipment and handling charges), covered by the small purchase order system, and larger purchase orders up to \$2,500 may be accomplished without securing competitive quotations, if the prices are considered to be fair and reasonable by the buyer or Procurement Officer. Such purchases will be distributed equitably among qualified suppliers, who have proven to provide low prices, quality supplies, and prompt delivery to the County.
- B. For purchases from \$2,500.01 to \$5,000 (including tax, shipment and handling charges), solicitations of verbal or written quotes from a minimum of three (3) qualified sources of supply shall be made and documented. Such documentation shall be written on or attached to the purchase order.
- C. For purchases from \$5,000.01 to \$10,000 (including tax, shipping and handling charges), solicitation of written quotations from a minimum of three (3) qualified sources of supply shall be made and documented. Such documentation shall be written and attached to the purchase order. When prices are solicited by telephone, the vendors shall be requested to furnish written evidence of their quotation.
- D. For purchases from \$10,000.01 to \$25,000 (including tax, shipment and handling charges), written solicitation shall be made and properly advertised in a newspaper of general circulation. Documentation shall be written and attached to the purchase order.

Pre-Bid Conferences

Pre-bid conferences may be conducted to explain the procurement requirements. They shall be announced to all prospective bidders known to have received a copy of the solicitation. The conference should be held long enough after the Request for Bids (RFB) has been issued to allow bidders to become familiar with the procurement requirements, but sufficiently before bid opening to allow consideration of the conference results in preparing their bids. Nothing stated at the pre-bid conference shall change the RFB unless the change is made by written amendment as provided in the RFB. Summary of the conference shall be of public record. The same provisions shall apply for Requests for Proposal (RFP).

Competitive Sealed Bids

- A. Required when procurement is anticipated to exceed \$25,000. Such transactions 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 in accordance with other criteria as set forth under “Award.”
- B. The “Invitation to Bid” shall be used to initiate a competitive sealed bid procurement and shall include the following:
 - 1. 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 the bids are to be delivered/mailed, the maximum time for bid acceptance by the County and any other special information.
 - 2. The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description.
 - 3. The contract terms and conditions, including warranty and bonding or other security requirements, as applicable.
 - 4. Instructions to the 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 fourteen (14) calendar days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Director of Procurement.

Amendments

Amendments to Request for Bids shall be identified as such and shall require the bidder to acknowledge receipt of any/all amendments issued. The amendment shall state the reason and what was specifically amended. Distribution shall be made to all known to have received the RFB and within a reasonable time to allow prospective bidders to consider them in preparing their bids. Same provisions shall apply for Requests for Proposal (RFP).

Receipt, Opening, and Recording of Bids

A. Receipt – Upon its receipt, each bid and modification, if any, shall be dated and time stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening.

B. Opening and Recording – Bids shall be opened publicly in the presence of one or more witnesses at the time, date, and place designated in the solicitation. The name of each bidder, the bid price, and such other information, as is deemed appropriate by the Director of Procurement or his designee, shall be read aloud or otherwise made available. Such information also will be recorded at the time of bid opening; in other words, the bids shall be tabulated or a bid abstract made. The opened bids shall be open to public inspection, except for portions of bids identified and clearly marked as “Confidential.”

Pre-opening Modification of Withdrawal of Bid

Bids may be modified or withdrawn by written notice received in the office designated in the solicitation prior to the time and date set for bid openings. Telephone notifications may be accepted under the same conditions; however, proof of such notification must be filed prior to the time and date set for bid opening. If the bid is withdrawn, the bid security, if any, shall be returned. All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate procurement file. Same provisions shall apply for Requests for Proposal (RFP).

Late Bids, Late Withdrawals, and Late Modifications

Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late. No late bids, modifications, or withdrawals will be considered, and the bidder will be notified as soon as practicable. The bid file shall reflect such action. This procedure applies to Requests for Proposal (RFP) also.

Unidentified Bids

Unidentified bids may be opened solely for the purpose of identification and then only by personnel assigned to the Office of Procurement. If a sealed bid is opened by mistake, the person who opens the bid shall immediately write his/her name on the document with an explanation of the circumstances, the date and time opened, the RFB or RFP number, sign it, and immediately deliver the bid to the Director of Procurement. The same is applicable to Requests for Proposal.

Postponement of Bid Opening

Postponement of a bid opening may be made by the Director of Procurement under the following conditions:

- a. Causes beyond the control of the bidders (act of God, etc.),
- b. When County operations are interrupted by unanticipated events,
- c. At the written direction of the County Administrator.

Postponement shall be announced in a format of an amendment to the solicitation. The above provisions shall also apply to Requests for Proposal (RFP).

Mistakes in Bids

Correction or withdrawal of a bid because of an inadvertent, nonjudgmental mistake in the bid requires careful consideration to protect the integrity of the competitive system and to assure fairness. If a mistake is a result of an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a nonjudgmental mistake is permissible but only to the extent it is not contrary to the interest of the County or to the fair treatment of other bidders.

Mistakes Discovered:

1. Before Opening: A bidder may correct mistakes discovered prior to the date and time set for bid opening by withdrawing or correcting the bid.
2. After Opening, but Before Award:
 - a. **Minor Informalities** – are a matter of form rather than substance evident from the bid document. The insignificant mistakes made in the bid can be waived without prejudice to other bidders, that is, the effect on price, quantity, quality, delivery, and

contractual condition is negligible. The Director of Procurement may waive such informalities to allow the bidder to correct them if the correction on which is in the best interest of the County.

Examples:

1. Failure to return the number of signed bids required by the RFB.
2. Sign the bid, but only if the unsigned bids are accompanied by other material indicating the bidder's intent to be bound,
3. Acknowledge receipt of an amendment to the Request for Bid, but only if:
 - a. It is clear from the bid that the bidder received the amendment and intended to be bound by its terms, or
 - b. The amendment involved had a negligible effect on price, quantity, quality, or delivery.

Mistakes where intended bid is evident

If the mistake and the intended correct bid are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples – typographical errors; errors in price extension; transposition and mathematical errors.

Mistakes where intended correct bid is not evident

A bidder may be permitted to withdraw a low bid if:

1. A mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.
2. The bidder submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

Determination

When a bid is corrected or withdrawn, or correction or withdrawal is denied, the buyer/Director of Procurement shall prepare a written determination recording the decision.

Bid Acceptance and Evaluation

Bids shall be unconditionally accepted without alteration or corrections, except as authorized by this manual. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. The Invitation for Bids shall set forth the evaluation criteria to be used. Those criteria affecting the bid price are to be given to each bidder.

Award of Bids

In determining the lowest responsible and responsive bid, in addition to price, the following shall be considered:

- a. The ability, capacity, and skill of the bidder to perform the contract.
- b. Whether the bidder can perform the contract within the time specified without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- d. The quality of performance on previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract.
- f. The sufficiency of the financial resources to perform the contract to provide the service.
- g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service.
- i. The discount terms and conditions of the bid.
- j. Delivery time.

Bid award recommendations, wherein the award to each vendor/contractor exceeds \$25,000 shall be approved by the Fairfield County Council.

Tie Bids

A. Awarding of all tie bids under \$25,000 shall be made by the Director of Procurement. All tie bids in excess of \$25,000 shall be awarded by the Fairfield County Council, provided it

represents a budgeted item. Unbudgeted items over \$25,000 will require Council's approval. Tie bids may be awarded to one of the bidders based on:

1. Availability of completion period
2. Service availability or facility
3. Previous vendor record
4. Closeness to the delivery point

B. Where tie bids are between bidders, one of which is a business whose principal place of business is located in Fairfield County and the other bidder is not, the recommended award shall be to the local bidder. All tie bid conditions are equal draw lots or flip a coin.

Unreasonable Price

Any offer may be rejected, if the Director of Procurement determines in writing that it is unreasonable as to price.

Competitive Sealed Bidding

1. Solicitation and Opening – notice of sale should be given at least fourteen (14) days before the date set for opening the bids. Notice of sale shall be displayed on the bulletin board, and local newspaper advertisement may be used.

The solicitation shall list the property offered for sale and designate its location and that it may be inspected. It should state the terms and conditions of sale and instructions to bidders, including the place, date, and time set for the bid opening. Bids shall be publicly opened.

2. Award – shall be made in accordance with the provisions of the solicitation to the highest responsive and responsible bidder, provided the offered price is acceptable to the County. Where such price is not acceptable, the Director of Procurement 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.

Bid Guarantee Requirement

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

Performance, Payment, and Bid Bonds, and Proof of Insurance Coverage

(A) *Performance bonds.* The awarding authority shall require at least a 100% performance bond issued by a commercial surety company for every construction contract expected to cost \$100,000 or over. Any commercial surety company issuing a performance bond shall have an A minimum rating of performance as stated in the most current publication of *Best Key Rating Guide, Property Liability*. For any construction contract estimated to cost less than \$100,000, the awarding authority may, in its discretion, require a performance bond in a form satisfactory to it.

(B) *Payment bonds.* Whenever the awarding authority, acting in the name of Fairfield County or through any of its elected officials, departments, or agencies, awards or enters into a contract for the improvement of real property for a sum in excess of \$50,000, a labor and material bond shall be supplied by the contractor for the full amount of the contract, with the bond secured by cash or by a commercial surety with an A minimum rating of performance as stated in the most current publication of *Best Key Rating Guide, Property Liability*. If a contract is less than \$100,000, the awarding authority may permit the use of a B+ rated bond, if it justifies the use in writing. Fairfield County may not require that the labor and material bond be furnished through a particular surety company or through a particular agent or broker.

(C) *Bid bonds.* For purchases in excess of \$25,000 awarded pursuant to the procedures and for any construction contracts for the improvement of real property, the bid or proposal shall be accompanied by a bid bond in the form of a cashier's check in the amount of 5% of the contract amount. In the case of construction contracts, the bid bonds will be returned to the unsuccessful bidders shortly after bids are opened and the successful bidder determined. The bid bond of the successful bidder will be returned to that bidder when the bidder timely enters into the contract with the County and when any required performance and payment bonds are submitted to and accepted by the County. Bid bonds are forfeited to the County as liquidated damages when the entity to whom the contract is awarded fails to enter into the contract or otherwise fails to commence performance of its contractual obligations within the times required by its bid or in

the bid specifications, or in the proposal submitted and accepted, or in the negotiated agreement, as the case may be.

(D) The County Administrator and/or the Purchasing Director are authorized and directed to obtain from a successful bidder, or from a submitter of a proposal for services who is to be awarded a contract, proof of current Workers Compensation coverage and of general liability, or automobile liability, or other insurance coverage, as may be required by the bid specifications or by the request for proposals, before issuing a Notice to Proceed or finally awarding the bid or entering into a contract to carry out a proposal, if the vendor is reasonably expected to have any of its servants or employees performing work on County property, on County equipment, or on a County funded project, wherever located. The amount will be determined based on the service provided and documented in the solicitation.

(E) The County Administrator and/or the Purchasing Director are authorized and directed to apply such policies set forth in the division (D) above to all future procurement solicitations by the County, unless specifically exempted from doing so by subsequent vote of Fairfield County Council, or unless the County Administrator declares that an emergency exists which justifies temporarily suspending any of these policies.

Retainage

A 10% retainage shall be retained by the County for every construction project, with the retainage to be payable, less any deductions allowed by the contract, when the punch list is completed and the completed project is accepted by the County Administrator, or as otherwise authorized or directed by County Council.

Exception to Rejection

Any bid received after the Director of Procurement or his designee has declared that the time set for bid opening has arrived, shall be rejected unless a bid was in the possession of the designated office, and had been misplaced by County employees in that office. In this event, the Director of Procurement shall annotate the bid tabulation and consider the misplaced bid along with the other previously received bids.

Telegraphic (Fax, E-mail) Bids

As a general rule, this type of response to a bid will not be authorized. When in the opinion of the Director of Procurement, 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, this type of bid may be authorized.

Rejection of Bids

A. Application

Unless there is a compelling reason to reject one or more bids, the award will be made to the lowest responsible and responsive bidder with other provisions listed under “Award.” Every effort shall be made to anticipate changes in a requirement prior to the date of opening and notifying all prospective bidders of any resulting modification or cancellation, thereby permitting bidders to change their bids and preventing unnecessary exposure of bid prices. As a general rule, the County reserves the right to reject any or all bids and to waive any and all technicalities.

B. Non-responsive Bids and Alternate Bids

Any bid which does not conform to the specifications and the delivery requirements as per the invitation for bids will be rejected, unless the invitation specifically authorized the submission of alternate bids and the offered alternates meet the requirements specified.

C. Modification of Requirement 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 County, since to allow the bidder to impose such conditions would be prejudicial to other bidders.

Competitive Sealed Proposals

A. Conditions for Use

When the Fairfield County Administration determines that the use of competitive sealed bidding in procurement of particular goods, services, or construction is not practical or

advantageous to the County, it shall instruct the County Director of Procurement or such other persons or entities as designated by the County Administrator, or County Council to utilize the competitive sealed proposals procedure established herein to contract for and procure the particular goods, services, or construction required by the County.

B. Request for Proposals (RFP)

Proposals shall be solicited from at least three (3) qualified sources, when such sources are reasonably available, through a request for proposal. A “request for proposal” is a written or published solicitation for proposals to provide goods, services, or construction, as described therein. Evaluation factors, upon which the proposals will be evaluated for award of the contract, shall be stated in the request for proposal. Price shall be one of the evaluation factors, but it shall not be the sole basis for an award of the contract.

C. Development of Request for Proposal (RFP)

1. The RFP should contain a cover letter of transmittal to prospective offerors and the following enclosures are appropriate: description of scope of work of services, project objective, schedule, qualification criteria, evaluation criteria, price-cost consideration, proposal format, conditions, provisions, and proposed draft contract.

Public Notice of the request for proposal shall be given at a reasonable time prior to the date set forth therein for the receipt of proposal. Such notice may include utilization of bidders’ lists or publication in a newspaper of general circulation.

2. Receipt of Proposals – Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked “confidential” by the offeror shall not be disclosed without written consent of the offeror.

3. Evaluation Factors – The request for proposal shall state the relative importance of price and other evaluation factors but shall not require numerical weighing of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to the County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposal and relate to the purpose of the procurement.

4. Negotiation with Responsible Offerors and Revisions to Proposals – Negotiations may be conducted with any offerors submitting a proposal that appears eligible for contract award (based upon the evaluation factors) for the purpose of clarification to assure full understanding of and responsiveness to the requirements of the request for proposal. Offerors shall be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions in proposals may be permitted after their submission and prior to contract award for the purpose of obtaining best and final offers. In conducting negotiations, there must be no disclosure of any information derived from proposals submitted by competing offerors.

5. Award – Award shall be made to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County, taking into consideration price and the other evaluation factors set forth in the request for proposal. No other factors or criteria may be used in evaluation, and there must be adherence to any weighing specified for each factor in the request for proposal. If the County Council, or its designee, should determine that none of the proposals are advantageous to the County, the County shall have the absolute right to reject any and all proposals. The contract file shall contain the basis on which the award is made and be sufficient to satisfy external audit.

Proposal Preparation Time

Proposal preparation time shall be set to provide offerors a reasonable time to prepare their proposals. A minimum of thirty (30) days shall be provided unless a shorter time is deemed necessary for a particular procurement as determined in writing by the Director of Procurement.

Pre-Proposal Conferences

Pre-proposal conferences may be conducted, if the need for such event is determined to be necessary by the Director of Procurement. Any such conference shall be held prior to submission of offers and the acceptance date as advertised.

Amendments

Amendments to Requests for Proposal (RFP) shall be made whenever necessary prior to submission of offers.

Modifications or Withdrawals of Proposals

Proposals may be modified or withdrawn prior to the established due date. Such requests must be made in writing.

Late Proposals, Late Withdrawals, and Late Modifications

Any proposal, withdrawal, or modification received after the established due date at the place designated for receipt of proposals is late; therefore will not be considered. Exception may be granted if the lateness was caused by improper handling by personnel assigned to the Office of Procurement.

Mistakes in Proposals

A. Confirmation of Proposal: When the Director of Procurement knows or has reason to conclude, before award, that a mistake has been made; such official should request the offeror to confirm the proposal. If the offeror alleges mistake, the proposal may be corrected or withdrawn during any discussions that are held if the conditions set forth in paragraph B apply.

B. Mistakes Discovered after Receipt of Proposals, but Before Award:

This subsection sets forth procedures to be applied in four (4) situations as listed below.

1. **During Discussions, Prior to Best and Final Offers**: Once discussions have commenced with any offeror or after best and final offers are requested, any offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

2. **Minor Informalities:** Unless otherwise corrected by an offeror as provided in this section, these shall be treated as if they are under competitive sealed bidding.
3. **Correction of Mistakes:** If discussions are not held or if the best and final offers, upon which award will be made, have been received, mistakes may be corrected, and the intended correct offer considered only if:
 - a. the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn; or
 - b. the mistake is not clearly evident, on the face of the proposal, but the offeror submits proof of evidentiary value which clearly demonstrates both the existence of a mistake and the intended correct offer, and such correction would not be contrary to the fair and equal treatment of other offerors.
4. **Withdrawal of Proposals:** If the discussions are not held or if the best and final offers, that upon which an award will be made or been received, the offeror may be permitted to withdraw the proposal if:
 - a. the mistake is clearly evident on the face of the proposal and the intended correct offer is not;
 - b. the offeror submits proof of evidentiary value which clearly demonstrates that a mistake was made but does not demonstrate the intended correct offer;
 - c. the offerors' proves with clear and convincing evidence that the intended offer is incorrect, if the correction is allowed, same would be contrary to the fair and equitable treatment of the other offerors.

C. Award

The Director of Procurement shall make a written determination showing the reason and basis for award. A notice of "Intent to Award" shall be either published in a newspaper of general circulation announcing the intention of the County to award the contract, or a letter sent to all responding bidders announcing the County's intention to award the bid. Award may be made ten (10) working days after date of the notice, unless a grievance was filed during this period.

Negotiations after Unsuccessful Competitive Proposals

When the price of all proposals received, pursuant to a request for proposals that appears to be unreasonable, or the price of the lowest proposal exceeds available funds as determined by the County Council, or its designee, and time or other circumstances do not permit the delay required to re-solicit for competitive sealed proposals, a contract may nevertheless be negotiated, provided that:

1. each offeror, who submitted a proposal under the original solicitation, is notified and given reasonable opportunity to negotiate;
2. the negotiated price must be within the limits of available funds as determined by the County Council or its designee.

Authority to Resolve Protested Solicitation and Award

A. Right to Protest

Any actual or prospective bidder, offeror, contractor, or subcontractor, who is aggrieved in connection with the solicitation or award of a contract, may protest to the Director of Procurement. The protest, setting forth the grievance, shall be submitted in writing within ten (10) business days after such aggrieved person knows, or should have known, of the facts given rise thereto.

B. Authority to Resolve Protest

Prior to commencement of formal review, the Director of Procurement or designated representative may administratively settle the protest of an aggrieved bidder, offeror, contractor, or subcontractor. Such settlement shall be consistent with this ordinance and procurement regulations promulgated by Fairfield County.

C. Administrative Decisions

If settlement of a protest shall be accomplished within a reasonable time, the Director of Procurement shall issue a written decision within ten (10) days following the determination that settlement is not possible. The decision shall state the reasons for such action taken.

D. Notice of Decision

A copy of the decision under paragraph C of this section shall be mailed or otherwise furnished immediately to the protestant of any other party intervening.

E. Appeal to Fairfield County Procurement Review Panel

A decision under paragraph C of this section shall be final and conclusive, unless aggrieved within ten (10) days and thereby shall file written appeal to the Fairfield County Procurement Review Panel setting forth the grounds for same. The protestant may also request an interview with the Panel. Appeal to the Procurement Review panel shall not stay issuance or execution of a contract.

F. Review

No later than thirty (30) days from receipt of an appeal, the Review Panel shall consider, determine the matter, and shall file its written decision, including findings of fact and conclusions of law. Upon a finding that the appeal is meritorious, the Review Panel may direct an award of a contract to the protestant, may require that a contract be re-bid, and may award reimbursement to the protestant of reasonable bid preparation costs.

E. Judicial Review

The Review Panel decision shall constitute final administrative review and exhaustion of administrative remedies for purposes of judicial review in “contested cases” as defined by the South Carolina Administrative Procedures Act, 1-23-380 S.C. Code of Laws (1976).

Authority to Debar or Suspend

A. Applicability

This section applies to a debarment for cause from consideration for award of contracts or a suspension from such consideration during an investigation where there is probable cause for such debarment.

B. Authority

After reasonable notice of debarment to the person or firm involved, and a reasonable opportunity for such person or firm to be heard, the Director of Procurement shall have authority to debar a person from consideration for award of contracts, provided that debarment is in the best interest of Fairfield County and is based upon one or more of the clauses recited in paragraph C below. The period of debarment shall be as prescribed by the Director of Procurement. The Director shall also have the authority to suspend a person from consideration for award of contracts pending investigation or legal proceedings, provided that doing so is in the best interest of Fairfield County and probable cause for debarment appears to exist. The suspension shall be for a period as prescribed by the Director of Procurement.

C. Causes for Debarment or Suspension

The causes for debarment or suspension shall include, but not be limited to the following:

1. Conviction or commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract;
2. Conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or professional honesty which currently, seriously and directly affects responsibility as a County contractor;
3. Conviction under State and Federal antitrust laws arising out of the submission of bids or proposals;
4. Violation of contract provisions deemed serious enough for debarment by the Director of Procurement to be so serious as to justify debarment action:
 - a. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract,
 - b. Recent record of failure to perform or unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor and shall not be considered to be a basis for debarment;

5. Any other cause the Director of Procurement determines to be as serious and compelling as to affect the responsibility as a Fairfield County contractor, including debarment by another governmental entity for any cause listed herein.

D. Decision

The Director of Procurement shall issue a written decision to debar or suspend within ten (10) days from notice that cause exists. The decision shall state the specific reasons for the action taken.

E. Notice of Decision

A copy of the decision under paragraph D of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person, and any other party intervening.

F. Finality of Decision

A decision under paragraph C of this section shall be final and conclusive, unless within ten (10) days following its issuance, the person aggrieved thereby shall file written appeal to the Fairfield County Procurement Review Panel setting forth the grounds for same. The person may also request an interview with the Panel.

Authority to Resolve Contract and Breach of Contract Controversies

A. Applicability

This section applies to controversies between Fairfield County and a contractor or subcontractor, when the subcontractor is the real party of interest, which arises under or by virtue of a contract between them. This includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or revision.

B. Authority

The Director of Procurement has the power to settle and resolve a controversy described in paragraph A of this section.

C. Decision

If such a claim or controversy is not resolved by mutual agreement, the Director of Procurement shall quickly issue a decision in writing within ten (10) days from notice that mutual agreement is not possible. The decision shall give reasons for the action taken.

D. Notice of Decision

A copy of the decision under paragraph C of this section shall be mailed or otherwise furnished immediately to the contractor.

E. Finality of Decision

A decision under paragraph C of this section shall be final and conclusive, unless within ten (10) days following its issuance, the person aggrieved thereby shall file a written appeal to the Fairfield County Procurement Review Panel setting forth the grounds for same. The person may also request an interview with the Panel.

Procurement Review Panel

A. Creation

There is hereby created the Fairfield County Procurement Review Panel (Review Panel), which shall be charged with the responsibility of providing an administrative review of formal protests of decisions arising from the solicitation and award of contracts, the debarment or suspension of a person from the consideration for award of a contract, a decision concerning the resolution of a contract or breach of contract controversy, or any other decision, policy, or procedure arising from or concerning the expenditure of County funds for the procurement of any supplies, services, or construction procured in accordance with the provisions of this code and regulation.

B. Membership

The Panel shall consist of five (5) members recommended by the Administrator and approved by Fairfield County Council.

C. Chairperson and Meetings

The Panel shall elect a chairman from among its members and shall meet as often as necessary to afford a swift resolution of the controversies submitted to it. Three (3) members present and voting shall constitute a quorum.

D. Administrative Support

The Fairfield County Administrator shall provide such administrative and clerical support as necessary for the orderly transaction of business of the Review Panel.

Contracts

Whenever required, the successful bidder shall promptly execute a formal approved contract as to its form, terms and conditions, and signed by the proper authority. When required, such bidder shall also execute and deliver to the Office of Procurement a good and sufficient performance and/or payment bond in the amount specified in the invitation to bid. Any bidder who has a contract awarded to him/her and who fails to execute promptly and properly the required contract and bond shall forfeit his/her certified check or an equivalent amount under his/her bid bond. Said amount shall be taken and considered as liquidated damages.

Award in this category may be made by a purchase order, and as part of the award the invitation to bid, and other supporting documents, if applicable, shall be an integral part, but terms and conditions stated on the purchase order shall rule in the event of a conflict.

All contract bid forms and all contracts will be approved by the County Attorney or Administrator as to form and legality. Following such approval, all contracts shall be signed on behalf of the County by the Director of Procurement, who is the contracting officer for the County. At the discretion of the Administrator, contracts may be signed by the Administrator, or his designee.

Types of Contracts

A. Definite Quantity Contracts – Whereby the contractor agrees to furnish a specified quantity of supplies, materials, or equipment at a specified time.

- B. Indefinite Quantity Contracts** – Whereby the County agrees to obtain from the contractor all its requirements for specified supplies, materials or equipment in an estimated but indeterminate amount during a prescribed period of time, at a definite unit price or at a specified discount from list or posted prices.
- C. Price Agreements** – Whereby the contractor agrees to supply the County’s requirements for items, such as replacement parts for different makes of mechanical or automotive equipment during a prescribed period of time and within a designated geographical area of the County at a definite unit price or at a specified discount from list or posted prices.
- D. Service Contracts** – Whereby the contractor agrees to supply specified services and/or maintenance.
- E. Multi-Term Contracts** - The objective of the multi-term contract is to promote economy and efficiency in procurement by obtaining the benefits of sustained volume production and low prices, and by increasing competitive participation, which involve special production with high start-up costs, and in the procurement of services, which involve high start-up costs or high phase-in/phase-out costs during changeover of service contracts. It is appropriate when it is in the best interest of the County to obtain uninterrupted services extending over one fiscal year. The contractual obligation of both parties in each fiscal period succeeding the first is subject to appropriation and availability of funds thereof. The contract shall provide that, in the event funds are not available for any succeeding fiscal period, the remainder of the contract shall be canceled. Total contract years shall not exceed five (5) contract years.

Solicitation for Multi-Term Contract

The solicitation must state:

1. The estimated amount of supplies or services required for the proposed contract period.
2. A unit price shall be given for each supply or service, and that such unit price shall remain constant throughout the contract period (except cost-plus contracts).
3. That the contract will be canceled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first.
4. That the Director of Procurement 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 period.
5. How the award will be made.

Negotiated Procurement

The Director of Procurement may purchase goods and services through negotiations under the terms and conditions as reflected in the Procurement Manual.

Lease and Lease Purchase

Lease or lease purchase agreements are subject to the same procedure as a normal purchase, including the solicitation of competition. All such agreements must be coordinated through the Office of Procurement. Authorization to obligate the County in such contracts is vested in the Director of Procurement.

Responsibilities

A. County Standards of Responsibility

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

1. the appropriate financial, material, equipment, facility, personnel resources, and expertise available to indicate its capability to meet all contractual requirements,
2. a satisfactory record of performance,
3. a satisfactory record of integrity,
4. legally qualified to contract with the County,
5. provided all necessary information in connection with the inquiry concerning responsibility.

B. Demonstration of Responsibility

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

1. evidence that he/she possesses all of the above; or
2. acceptable plans to sub-contract for same.

C. Duty of Contractor

The prospective contractor shall provide all information requested by the Director of Procurement concerning responsibility. If such contractor fails to provide the requested information, the Director of Procurement may find the contractor non-responsive if such failure is unreasonable.

In order that the inspection services of the governing local building official may be made available for construction, plumbing, heating, air conditioning, and electrical work, the contractor shall obtain and require that each of its subcontractor, for these specialty contracts, apply for, obtain, and pay any applicable cost of all required permits and inspections fees for the specialty for which he is a subcontractor.

ADDITIONAL REGULATIONS

Vendor List

The Office of Procurement may maintain a “Vendor List” of those manufacturers, suppliers, agents, etc., who desire to be placed on the Vendor List. A prospective bidder will be placed on the firms’ letterhead to the Office of Procurement. The request should contain certain information relative to the bidder, such as:

1. Location of the business
2. Type of business
3. Principals in the business
4. Financial Responsibility
5. Commodities or services provided
6. Name and address of representative

It will be the responsibility of the supplier to ensure that the supplier is on the current list and all information is accurate.

Purchase of Patented or Proprietary Articles

When the County requires supplies, materials, or equipment which is produced by only one manufacturer, the Director of Procurement shall specify such manufacturer’s make or brand in the invitation to bid and shall obtain competitive bids from authorized dealers or distributors of

such manufacturer. If such manufacturer is the sole bidder and sole source of supply, the Director of Procurement is authorized to negotiate an open market order or contract with the manufacturer at prices and on the terms most advantageous to the County.

When the County requires supplies, materials, or equipment which is patented or proprietary and which are obtainable in two (2) or more equally satisfactory and competitive makes, brands, or types, the Director of Procurement shall list such acceptable and competitive makes, brands, or types in the invitation to bid. Such lists shall also include the phrase “or equal” to permit bidders to bid on alternate or additional makes, brands, or types. It shall be incumbent on each such bidder to prove to the satisfaction of the County that the alternate or additional make, brand, or type which he offers is equal in quality or performance to those listed in the invitation to bid.

Responsibility for Specifications

The preparation of specifications is the joint responsibility of the Office of Procurement and the using department or division. Specifications shall permit competition except on non-competitive materials or services. In general, specifications should define the level of performance required rather than specific brand name. For the benefit of vendors and the department, specifications must be clear and concise.

Record Retention

All procurement records of the County shall be retained on an active basis for the period of one (1) year and then placed in storage for a minimum retention period of three (3) years. Procurement records for all federally funded projects must be maintained for the year of funding, plus any carry-over year, plus five (5) additional years.

Advisory Groups

The Director of Procurement may appoint advisory groups such as user committees to assist with respect to specifications and procurement in specific areas and with respect to any other matters within the scope of their authority. They shall develop methods for obtaining necessary and relevant information, whether through user committees or by surveys and other methods. They shall make every reasonable effort to ensure that such contracts are developed as will best suit

the interest of the County, giving due emphasis to user needs, total cost, and open competitive methods of public purchasing.

Public Access to Procurement Information

The procurement information is public record to the extent required by Chapter 3 of Title 30 (The Freedom of Information Act) with the exception that commercial or financial information obtained in response to a “Request for Proposal,” is privileged, confidential, need not be disclosed.

Procedural Changes

This manual does not undertake to address every possible procurement issue that may arise, and it may be necessary to vary from the strict adherence to this manual in order to accomplish the business of the County. Therefore, from time to time, the County Administrator may make such variances or make changes in procedure as long as the spirit of this manual is not violated and does not violate the state laws. It is recognized that any substantive changes would need to be made by ordinance.

Minority Procurement Requirements

Fairfield County strives to encourage and ensure greater minority business participation in all County requirements.

Services to be rendered by the Director of Procurement

1. The Director of Procurement, with the approval of the County Administrator, shall compile and maintain a comprehensive list of minority businesses that are eligible to contract with the County.
2. The Director of Procurement shall seek to locate minority businesses to provide goods and services that are required by the County.
3. The Director of Procurement shall ensure that there are no artificial barriers in the County purchasing procedures that prohibit full participation of minority businesses in contracting with the County.

Notice to Minority Contractors

It should be the responsibility of the Director of Procurement of the County to notify minority businesses of the letting of bids and purchases of contractual services whenever such notices are given to the general public.

Awarding of Contracts

1. The Director of Procurement will insure, whenever possible, that every contract entered into by the County for contractual services, whether awarded through sealed bids or negotiations, shall be awarded on an equitable basis.

2. The Minority business goal is established as not less than fifteen percent (15%) of the “controllable dollars” used to obtain goods and services for the support of County operations.

3. Selected contracts for supplies, services, and/or construction may be negotiated with South Carolina based minority firms. When selecting contracts for negotiation, the following criteria should be considered:

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