



**DISTRICT FIVE OF LEXINGTON AND RICHLAND
COUNTIES**

1020 Dutch Fork Road, Irmo, SC 29063

Phone: (803) 476-8000

www.lexrich5.org

PROCUREMENT MANUAL

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DISCLAIMER

Nothing in this Procurement Manual or any policy manual of School District Five of Lexington and Richland Counties constitutes or creates an expressed or implied contract of employment. This manual supersedes all previous procurement manuals or other documents that address the same subject matter as the policies and procedures contained in this manual.

I. FORWARD

The Procurement Department, under the general supervision of the Chief Financial Officer, has the responsibility for the supervision and procurement of all supplies and services required to equip, maintain, and operate the District's schools and departments. These guidelines were written to serve as a guide to set forth those responsibilities.

The Procurement department consists of one (1) Purchasing Coordinator who reports directly to the Chief Financial Officer, one (1) Buyer, (1) Purchasing Specialist II, and one Property Control Specialist. The Chief Financial Officer serves as the Chief Procurement Officer and reports directly to the Superintendent

As stewards of public funds, the Procurement Department works to deliver quality results that are in compliance with all laws and regulations governing procurement, while also taking into account sound business practices that are fair, open, and ethical. The goal of the Procurement Department is to ensure that the District obtains the maximum value for each dollar expended by:

1. Procuring the highest quality goods and services at the best cost available
2. Providing assistance to departments and schools of the District while enforcing the District's Procurement Code, rules, policies and procedures concerning procurement
3. Conducting all procurement actions in a fair and impartial manner with no impropriety or appearance thereof.
4. Providing assistance to administrators, departments, and schools with selection of vendors, researching and resolving order problem issues as needed.
5. Assisting departments and schools in the preparation of specifications.
6. Providing administrators, departments, and schools with the procurement tools, policies, procedures, and standards needed to accomplish their missions.
7. Holding staff development sessions for personnel in the performance of their duties which relate to the purchase of goods and services.

Through careful attention to procurement procedures and cooperative consultation with District personnel, the Procurement Department can ensure that the best interests of the District's schools and departments are met during the procurement process.

All District procurements must comply with the District's Procurement Code.

II. INTRODUCTION

1. Purpose

This manual is provided as a guide for the implementation of the District's Procurement Code as approved by the Board of Trustees for all employees involved in the procurement/purchasing activities of the District. It is to be used as both a reference and training tool. The Procurement Department performs the purchasing function for all schools and departments. The District has a decentralized initiation of a procurement activity with a centralized approval process going through the Procurement Officer on all requisitions/purchase orders. The primary objective of the Procurement Department is to assist schools and departments by purchasing goods and services best suited to their specific needs and to buy these goods or services as economically as possible. To achieve this objective, the Procurement Department requires the cooperation of the schools and departments.

2. Objectives

The objectives of these guidelines are:

- a. to inform all District personnel of the District's procurement policies, procedures, and objectives;
- b. to outline practices, principles, and procedures to be followed in the performance of the procurement function;
- c. to acquaint personnel of the District with the purpose and function of the Procurement Department;
- d. to ensure standardization in procurement practices and procedures;
- e. to obtain services and supplies at the most cost-effective price while meeting the requirements of the District's Procurement Code;
- f. to provide excellent customer service to District schools, departments, vendors, and the general public when contracting for the purchase of goods and services.

The following documents, as updated, are incorporated by reference into the District's Internal Operating Procedures:

1. **Guidance & Best Practices for Permissible Communications in a Competitive Sealed Proposal After Opening but Prior to Award:** Appendix I of the Office of State Engineer's 2020 Manual for Planning and Execution of State Permanent Improvements. (See also Competitive Sealed Proposals, Required Procedures and Guidance for Communications After Opening but Prior to Award (eff. Sept. 2021), found at <https://procurement.sc.gov>.)
2. **Pre-Qualification:** Chapter 3.5 of the Office of State Engineer's 2020 Manual for Planning and Execution of State Permanent Improvements. (The Superintendent grants any approval required by reference to "OSE" or the "State Engineer".)
3. **Indefinite Delivery Contracts:** Office of State Engineer's 2020 Manual for Planning and Execution of State Permanent Improvements, Chapter 9.3 and 9.4, Indefinite Quantity contracts for professional services, and Chapter 9.5 and 9.6, Task Order Contracts for construction services. (The Superintendent grants any approval required by reference to "OSE" or the "State Engineer".)

III. AUTHORITY

Purchasing Authority and Responsibility

All rights, powers, duties, and authority of the District relating to the procurement of supplies, services, information technology, and construction and to the management, control, warehousing, sale and disposal of supplies, construction, information technology, and services, regardless of source of funding, are delegated to the Chief Procurement Officer (CPO) by the Board. The procurement procedures contained herein must be approved in writing by the Superintendent.

The Procurement Department of the Office of Finance is delegated by the Chief Procurement Officer (CPO) the responsibility to make sure that all purchasing transactions are conducted in a legal, ethical, and professional manner. It is the policy of the District to conduct all purchasing transactions in accordance with the District's Procurement Code and regulations.

The underlying purposes and policies of this Code are:

- a. to provide increased economy in District procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the District and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act;
- b. to foster effective broad-based competition for public procurement within the free enterprise system;
- c. to develop procurement capability responsive to appropriate user needs;
- d. to consolidate, clarify and modernize the law governing procurement in this District and permit the continued development of explicit and thoroughly considered procurement policies and practices;
- e. to require the adoption of competitive procurement laws and practices by units of the District;
- f. to ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;
- g. to provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process;
- h. to develop an efficient and effective means of delegating roles and responsibilities to the District officials;
- i. to promote consistency, certainty, and efficiency, it is the intent of the District to have this code interpreted as consistently as possible with official interpretations of parallel provisions of the South Carolina Consolidated Procurement Code.
- j. to permit the continued development of explicit and thoroughly considered procurement policies and practices;
- k. to train procurement officials in the techniques and methods of public procurement;
- l. to mandate the existence of a structured system of auditing and monitoring in order to assure adherence to the provisions of this Code;

- m. to establish policies and procedures relating to the procurement, management, control, and disposal of supplies, services, equipment, information technology, and construction as applicable, under the authority of the South Carolina Consolidated Procurement Code Title 59 of the South Carolina Code of Laws, and regulation of the State Board of Education.

IV. ETHICS

Chapter 13, Title 8 (State Ethics Act), SC Code of Laws

In all procurement actions for the District, the provision of Chapter 13, Title 8 (State Ethics Act), South Carolina Code of Laws, 1976 shall be complied with. The Procurement Department will always:

- Engage in fair, ethical, and legal business practices that promote the District’s mission.
- Grant all competitive offers equal consideration to the extent the District’s Procurement Code and the established policies of the District permit.
- Abide by District’s Procurement Code in all areas of procurement.
- Conduct business with potential and current suppliers in an atmosphere of mutual respect and integrity.
- Strive to obtain the maximum value for every public dollar spent.
- Decline personal gifts or gratuities.

V. GENERAL

1. Obligation of Good Faith (S.C. Code § 11-35-30)

Every contract or duty within the Code imposes an obligation of good faith in its negotiation, performance, or enforcement. "Good faith" means honesty in fact in the conduct or transaction concerned and the observance of reasonable commercial standards of fair dealing.

2. Conflicts of Interest

The responsible procurement officer shall (a) analyze planned acquisitions in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible; and (b) review plans to avoid, neutralize, or mitigate significant potential conflicts before contract award.

3. Personal Purchases

The staff of the Procurement Department will not enter into any negotiations or become involved in any transactions for the purchase of anything for the personal use of District employees.

4. Unauthorized Purchases

Any purchase not made in accordance with the District's Procurement Code or these guidelines will be considered an unauthorized purchase. Corrective action will be taken on all unauthorized purchases. Frequent infractions may result in the suspension or termination of purchasing privileges and disciplinary action up to and including termination.

Examples:

- Authorizing a vendor to ship or deliver goods/services **prior** to receiving a properly executed and

approved purchase order

- Artificially dividing items/services to avoid competition requirements
- Changing orders with a vendor without submitting a Purchase Order Revision form
- Purchasing items not authorized to be purchased utilizing the procurement card or exceeding the procurement card limit per commitment or dividing/splitting a procurement between procurement cards to circumvent the procurement card limit
- Signing a contract/lease without authority

Procedures:

- The school principal or department head will be notified in writing of any procurement that appears to be unauthorized.
- The Unauthorized Procurement form must be completed and signed by the individual responsible for the procurement and their supervisor. The Facts and Circumstances portion of the form must be completed by the individual responsible for the procurement. The supervisor must complete the Disciplinary Actions and Corrective Actions sections of the form. Once the form is complete and signed, the form should be returned to Procurement Department.
- Procurement staff will review the form for completeness. If complete, the form will be forwarded to the Chief Financial Officer for ratification.

5. Audits

The District is exempt from the provisions of the South Carolina Consolidated Procurement Code except for a procurement audit which must be performed at least every three years by an audit firm approved by the Division of Procurement Services. The District has opted for an annual audit. The results of the audit will be provided to the Board and become a public record.

The District must maintain and follow a Procurement Code which is substantially similar to the South Carolina Consolidated Procurement Code.

6. Records of Procurement Actions (S.C. Code § 11-35-2440)

(1)(a) Contents of Records. The chief procurement officer shall submit semi-annually a record listing of all contracts made pursuant to Section 1560 (Sole Source Procurement) or Section 1570 (Emergency Procurements) to the Superintendent. The record must contain:

- (i) each contractor’s name;
- (ii) the amount and type of each contract;
- (iii) a listing of supplies, services, information technology, or construction procured under each contract

(b) The chief procurement officer shall maintain these records for five years

(2) Publication of Records. A copy of the record must be submitted to the board on an annual basis and must be available for public inspection.

7. Retention of Records

All procurement records of the District shall be retained on an active basis for a period of one (1) year and then placed in storage for a minimum retention period of five (5) years. Procurement records for

multi-term contracts shall be retained for three (3) years after the end of the contract. Procurement records for federal awards or subawards shall be retained for six years after the close of the grant.

VI. REQUISITIONS

1. Process/Definition

Purchase requisitions are used to begin the process of procuring goods and services and do **not** authorize purchases. The requisition serves to inform the Procurement Department of the needs of the department or school and to fully define the material or services requested. Information on the requisition provides the information necessary to determine the method of source selection.

Requisitions are entered directly into School ERP Pro. Quotes and/or other required documentation as necessary must be attached to the requisition.

2. Procedures

Procedure for entering requisitions in School ERP Pro:

- Enter a quantity and a unit of measure (Each, Doz, Job, Pkg, Case, etc.).
- Provide sufficient detail in the description field so that the items purchased are easily determinable.
- Use the *Note* field to enter State contract #'s, District solicitation numbers, Quotes attached, Exemptions, Sole Source Procurement, Emergency Procurement, or any other necessary information.

VII. PURCHASE METHODS

The following methods are approved for District purchases:

1. Purchase Orders (POs)

All purchases, except P-Card purchases, must be made by a District Purchase Order that is completed **prior** to authorizing the purchase.

IMPORTANT NOTE: Individuals shall not commit any District funds before a Purchase Order is issued. Individuals that authorize material to be delivered or services performed before a Purchase Order is approved and issued, may be held responsible for paying the costs related to the commitment that they have made and are subject to disciplinary actions up to and including termination.

2. Purchase Card (Credit Card) Purchases

The P-Card may be used for District approved purchases. The purchasing card is a method of payment, not a method of procurement. Use of the P-Card for payment does not supersede or waive any requirements of the District's Procurement Code & District policies and procedures. A requisition must be created each month to encumber the funds for the monthly charges. *(See section XIII for the Purchasing Card Policies and Procedures)*

VIII. SOURCE SELECTION

Identifying the most appropriate method of source selection for a procurement is a key activity in the purchasing cycle because the source selection can affect the amount of competition that will be present in that procurement. Competition is basic to governmental procurement and seeking maximum competition will reduce the opportunity for favoritism and inspire public confidence that contracts are being awarded equitably and economically. **All requisition exceeding \$10,000 must include the source selection in the *Note* field of the requisition.** The District uses the following source selections:

1. Exemptions

The District's Board of Trustees has exempted specific supplies and services from the competitive procurement process; i.e., quotes, bids, proposals, etc.; however, all other policies and procedures apply to the procurement. Exemption from the Procurement Code does not mean exemption from control by the Procurement Office nor exemption from good business practices. Consequently, regardless of potential exempted status, all requisitions/requests will be submitted to the Procurement Office. State and District contracts should be utilized to the extent practical and prices must be fair and reasonable. A list of exemptions is found in Appendix A of this manual.

2. District Term Contracts

District Term Contracts are contracts that are bid specifically for the District's use to purchase supplies and services. Use of term contracts established by the District is usually required. Enter the solicitation number in the *Note* field of the requisition in School ERP Pro.

3. State Term Contracts

The District has access to contracts established by the State of South Carolina. These should be utilized when economic and feasible. The contract number should be entered on the requisition by notating "State Contract # _____" in the *Note* field requisition in School ERP Pro. In addition, it is highly recommended that vendors be requested to enter the state contract number on all quotes. State contracts can be found at <https://procurement.sc.gov/agency/contracts>.

4. Sole Source Purchases

(A) A contract may be awarded for a supply, service, information technology, or construction item without competition, if, under regulations, the Superintendent or Chief Financial Officer determines in writing that there is only one source for the required supply, service, information technology, or construction item. Sole Source procurement is not permissible unless there is only a single supplier. Except for contracts with a potential value of \$50,000.00 or less, adequate public notice of the intent to award without competition must be posted in South Carolina Business Opportunities (SCBO), except that public notice is not required if the Superintendent, after consultation with the Board, determines in writing that award without such notice is in the interest of the District. Notice must contain a statement of the right to protest under Section 4210(1) and must be posted at least five business days before entering a contract. For contracts with a total potential value greater than \$250,000.00, such notice must be posted at least ten business days before entering a contract.

(B) Written documentation must include the determination and basis for the proposed sole source procurement. A delegation of authority by the Superintendent with respect to sole source

determinations must be submitted in writing to the chief procurement officer. In cases of reasonable doubt, competition must be solicited. Any decision by a District that a procurement be restricted to one potential vendor must be accompanied by a thorough, detailed explanation as to why no other vendor will be suitable or acceptable to meet the need.

(C) The following are conditions that could necessitate a Sole Source Purchase:

- The compatibility of equipment, accessories or replacement parts is of paramount consideration and the item is available from only one (1) vendor.
- A unique item is needed for trial use, testing or resale.
- The item/service is one-of-a-kind.

(D) Sole Source Purchases must be approved in advance by the Chief Financial Officer.

Procedure:

- a) Complete the Justification for Sole Source Purchases form and forward it, along with supporting documentation, to the Procurement Department. Purchasing will review the request for accuracy and forward it to the CFO for approval.
- b) Once approved, enter the requisition in School ERP Pro and attach a copy of the approved justification form and any supporting documentation. Enter *Sole Source* in the *Note* field of the requisition.

5. Emergency Purchases

(A) The Superintendent or Chief Financial Officer or a designee of either officer may award or authorize others to award emergency contracts only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions as defined in regulations and provided, that such emergency procurements shall be made with as much competition as is practicable under the circumstances.

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

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

Emergency procurement shall be limited to those supplies and services necessary to meet the emergency. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

When a contract entered pursuant to subsection (A) has a total or potential value in excess of \$50,000.00,

notice of the award must be posted in South Carolina Business Opportunities (SCBO) as soon as practical thereafter. The posted notice must contain a statement of the right to protest under Section 4210(1).

(B) Procedure:

- a) Notify the Procurement Department or the CFO as soon as practical via phone, email, or text that an emergency exists and the proposed steps.
- b) Complete the Justification for Emergency Procurement form and forward it to the CFO for signatory approval.
- c) Once signed and approved, enter the requisition for the emergency procurement in School ERP Pro and attach a copy of the approved justification form. Enter *Emergency Procurement* in the *Note* field of the requisition.

6. Competitive Purchases

Amounts listed below and in calculation exclude sales tax, but include all other charges such as shipping, installation, etc. Amounts must include the total potential value of the purchase. For example, on a term contract that has renewal options for a total of 5 years, the total potential for the entire five (5) years must be considered.

Small Purchases are defined as purchases < \$100,000.00 (items a-c below). The provisions of 4210 (Right to Protest) shall not apply to contracts with an actual or potential value of up to fifty thousand dollars.

a) \$0-\$10,000.00:

No Competition. Small purchases not exceeding ten thousand dollars (\$10,000.00) may be accomplished without securing competitive quotations if the prices are considered reasonable. The purchasing office must annotate the purchase requisition: “Price is fair and reasonable” and sign. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from other than the previous supplier before placing a repeat order. The administrative cost of verifying the reasonableness of the price of purchase “not in excess of” may more than offset potential savings in detecting instances of overpricing. Action to verify the reasonableness of the price need be taken only when the procurement officer of the governmental body suspects that the price may not be reasonable, comparison to previous price paid, or personal knowledge of the item involved.

b) \$10,000.01 - \$25,000.00:

Three Written Quotes. Written request for written quotes from a minimum of three (3) qualified sources of supply are required for a small purchase not in excess of twenty-five thousand dollars (\$25,000.00), or for a small purchase of commercially available off-the-shelf products not in excess of one hundred thousand dollars (\$100,000.00), or for a small purchase of construction not in excess of one hundred thousand dollars (\$100,000.000). Unless adequate public notice is provided in the South Carolina Business Opportunities, documentation of at least three bona fide, responsive, and responsible quotes must be attached to the purchase requisition in School ERP Pro. In the *Notes* Section of the requisition, enter *Quotes Attached*. If responses are not received from at least three responsible bidders, adequate public notice must be given and documented with the purchase requisition. So-called “no bids” are not

bona fide and do not count as one of the three. Quotes will be evaluated on the delivered price and exclude taxes. The award must be made to the lowest responsive and responsible source unless there is a justifiable reason for rejecting the offer which must be thoroughly documented in writing. The request for quotes must include a purchase description. Requests must be distributed among qualified suppliers unless advertised.

Quotation guidelines:

- The vendor's name, name of person submitting the quote, full address, phone number, fax number and email address shall appear on the quote.
- All vendors must be given the same information to prepare their quotes.
- Specifications must be fair and clear.
- Vendors should submit prices that include delivery.
- Vendors should be qualified to provide the goods or services being quoted.
- Quotes being compared must be for like item comparisons.
- The request for quotes must have a closing date and time. A reasonable time must be allowed.
- A vendor's price cannot be disclosed to other potential vendors until after a PO is issued.
- Vendors cannot be offered the opportunity to lower their price to obtain a purchase.

c) \$25,000.01 - \$100,000.00:

Advertised Small Purchase. Written solicitation of written quotes, bids, or proposals must be made for a small purchase, other than construction, over twenty-five thousand dollars (\$25,000.00) but not in excess of one hundred thousand dollars (\$100,000.00). The procurement must be advertised at least once in *South Carolina Business Opportunities* publication. A copy of the written solicitation and written quotes must be attached to the purchase requisition. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest-ranking offeror. Procurements in excess of twenty-five thousand dollars (\$25,000.00) will be administered by the Procurement Department. The following information is to be submitted to Procurement for soliciting the procurement:

- a. Administrative approval
- b. Account number
- c. Detailed specifications
- d. Suggested vendors
- e. Approximate dollar amount
- f. Timeframe for delivery
- g. Delivery and installation instructions
- h. One time need/buy or on-going need/multi-term contract
- i. Any other important information

d) \$100,000.01 – and greater:

Competitive Sealed Bidding

Competitive Sealed Bidding is the preferred method of source selection for acquiring supplies and services because it allows offerors to compete on the basis of price. Competitive Sealed Bidding is used to initiate competitive procurements in excess of one hundred thousand dollars (\$100,000.00)

Procedures:

1. Prepare a written solicitation to include:
 - a. Bid Instructions - List the instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information.
 - b. Specifications - Include the purchase description, evaluation factors, specifications, delivery and performance schedule, and such inspection and acceptance requirements that are not included in the purchase descriptions.
 - c. Terms and Conditions - List the contract terms and conditions, including warranty and bonding or other security requirements, as applicable.
 - d. Confidentiality Instruction - Include instructions to bidders to visibly mark as “confidential” each part of their bid that they consider to be proprietary information.
 - e. Pre-Bid Conferences - If a pre-bid conference is desired, indicate date, time and place, and whether attendance is optional or mandatory. Optional conferences are preferred. Mandatory conferences should only be used when the information revealed at the conference cannot be adequately provided in the solicitation or an amendment. It is recommended to seek legal counsel when making a mandatory conference.
 - f. Bidding Schedule - Describes how pricing is to be submitted.
 - g. Attachments: List all applicable attachments with a brief statement about their purpose.
2. Issue the Invitation for Bids which includes the:
 - a. Solicitation Number
 - b. Issue Date - The date the bid is advertised
 - c. Contract Period
 - d. Bid Due Date - The exact date/time of receipt of bids. The date should be at least 7 days after the date the bid is advertised.
3. The solicitation is to be publicized in *South Carolina Business Opportunities*. The notice will run for at least 7 days.
4. Conduct Pre-Bid Conferences and/or Site Visit- Mandatory conferences are not recommended. If a mandatory conference is held, a sign-in sheet is necessary to record attendees and the eligibility of bidders.
5. Issue Amendments - Amendments are used to change bid solicitations prior to award. They can be used to correct, clarify, or extend. Any changes in the requirements of the solicitation must be made by written amendment.
6. Receipt of Bids – All bids, including modifications, must be kept secure and unopened, except as provided in the Code for unidentified bids. Bids are received until the due date and time specified in the solicitation.
7. Unidentified Bids - Unidentified bids may be opened solely for the purpose of identification and then only by an official specifically designated for this purpose by the Director of Procurement or designee. If a sealed bid is opened by mistake, the person who opens the bid must

immediately write his signature and position on the envelope and deliver it to a Procurement staff member, who must immediately write on the envelope an explanation of the opening, the date and time opened, the solicitation number, and his/her signature, and then shall immediately reseal the envelope.

8. Bid Opening - A public bid opening is held in the presence of one (1) or more witnesses at the date, time, and place notated in the solicitation. The name of the responders and their bid total are disclosed.
9. Bids are tabulated to include the amount of each bid and the name of each bidder. The tabulations are open to public inspection at that time.
10. Bid Acceptance and Bid Evaluation - Bids must be accepted unconditionally without alteration or correction, except as otherwise authorized in the Code. Bids are evaluated based on the requirements set forth in the solicitation and in accordance with the regulations.
11. The contract is awarded to the lowest responsive and responsible bidder. Procurements with a total or potential value in excess of one hundred thousand dollars (\$100,000.00) require an Intent to Award be posted seven business days before entering into a contract and must be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted. If a change to the posting date is necessary, notice of the revised posting date must be given by posting the notice for three business days at the location identified in the solicitation and must be sent electronically to all bidders responding to the solicitation on the same day that the notice is posted. When only one response is received, the notice of intent to award and the delay of award may be waived.
12. The award is posted.
13. The purchase order and/or contract is issued to the contractor.

School/Department Responsibilities

The requesting school/department is responsible for providing the following information to Procurement for competitive procurements.

Prior to releasing the solicitation:

1. Appropriate administrative approval and the account number
2. Detailed specifications of the supplies or services being procured
3. A list of suggested vendors to include name, address, phone number, and e-mail address
4. The approximate dollar amount of the procurement
5. Suggested timeframe for delivery/installation
6. Any special delivery/installation instructions
7. One time need/buy or on-going need/multi-term contract
8. Other important information for the procurement

After receipt of bids/proposals:

1. Review the bids/proposals results with Procurement staff
2. Document reasons, based on the specifications, why a bidder should not be considered for an award, if necessary
3. Recommend award to the lowest responsive and responsible bidder/offeror meeting the requirements of the solicitation
4. Enter the requisition once the contract award is official

Processing Time

Solicitations are advertised for at least (seven) 7 days. If the procurement is in excess of \$100,000.00, an Intent to Award is issued and becomes the official award after seven (7) business days.

Confidentiality

Only the information provided at the public bid opening is considered public information and all other information in regard to a bid/offeree is not public information until after the contract is awarded.

Bid Opened by Mistake

If a sealed bid/proposal is opened by mistake, the person who opens the bid must immediately date and time stamp the package and write his or her signature and position on the envelope and immediately deliver it to Procurement or immediately contact the Procurement Department. The Procurement Officer must immediately write on the envelope an explanation of the opening, the date and time opened, the invitation for bids/proposals number, his/her signature, and then shall immediately reseal the envelope.

Competitive Best Value Bidding

Purpose

The purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific supplies, services, or information technology based on pre-determined criteria identified by the District.

Written Determinations

A written determination must be completed for the justification of use of competitive best value bid and for the award when the use of competitive sealed bidding is either not practicable or advantageous to the District.

Procedures

1. Prepare the written solicitation: The written solicitation will have similar terms and conditions as the invitation for Competitive Sealed Bidding. The bid must state the factors to be used in determination of award and the numerical weighting for each factor.
2. Evaluation Criteria: Price must be a factor in determination of award and cannot be weighted at less than sixty (60) percent. Best value bid evaluation factors may include, but are not limited to, any of the following:
 - (a) operational costs the District would incur if the bid is accepted;
 - (b) quality of the product or service or its technical competency;
 - (c) reliability of delivery and implementation schedules;
 - (d) maximum facilitation of data exchange and systems integration;
 - (e) warranties, guarantees, and return policy;
 - (f) vendor financial stability;

- (g) consistency of the proposed solution with the District’s planning documents and announced strategic program direction;
 - (h) quality and effectiveness of business solution and approach;
 - (i) industry and program experience;
 - (j) prior record of vendor performance;
 - (k) vendor expertise with engagement of similar scope and complexity;
 - (l) extent and quality of the proposed participation and acceptance by all user groups;
 - (m) proven development methodologies and tools; and
 - (n) innovative use of current technologies and quality results.
3. Advertising: Advertising is done in the same manner as a Competitive Sealed Bid.
 4. Bid Opening: The only information released is the names of the participating bidders. Price information will be provided after the ranking of bidders and the issuance of award.
 5. Evaluation: Bids shall be evaluated by using only the criteria and weightings stated in the invitation for best value bids. All evaluation factors, other than price, will be considered independent of and prior to determining the effect of price on the score for each participating bidder. Once the evaluation is complete, all responsive bidders must be ranked from most advantageous to least advantageous to the District, considering only the evaluation factors stated in the invitation for best value bids. Evaluation of a competitive best value bid does not require the convening of an evaluation team. The buyer has the discretion to evaluate the responses or convene an evaluation team.
 6. Award Contract: The award is made to the highest rated responsible and responsive bidder whose bid is determined, in writing, to be the most advantageous to the District, taking into consideration all evaluation factors set forth in the best value bid.

Competitive Fixed Price Bidding

Purpose

The purpose of fixed price bidding is to provide multiple sources of supply for specific services, supplies, or information technology based on a preset maximum price which the District will pay for such services, supplies, or information technology.

Written Determinations

A written determination must be completed for the justification of use of competitive fixed pricing bid when the use of competitive sealed bidding is either not practicable or advantageous to the District.

Procedures

1. Prepare the written solicitation: The written solicitation will have similar terms and conditions as the invitation for Competitive Sealed Bidding.
2. Pricing: A maximum amount the District will pay must be established before issuance of the fixed price bid.
3. Advertising: Advertising is done in the same manner as a Competitive Sealed Bid.
4. Evaluation: Vendors’ responses to fixed price bids will be reviewed to determine if they are responsive and responsible.
5. Award: Award is made to all responsive and responsible bidders. The contract file will contain the basis on which the award is made.

6. Bids received after award: As provided in the solicitation, bidders not responding to the initial fixed price bid may be added to the awarded vendors' list provided the bidder furnishes evidence of responsibility and responsiveness.

Competitive Sealed Proposals

Purpose

Competitive Sealed Proposals (Request for Proposals (RFP's)) are typically used when factors other than price are as important or are more important than the price and there is not sufficient information about what is required; i.e., relatively new technology or non-standard items. An RFP is a formal competitive procurement procedure for transactions greater than \$100,000; however, a Request for Proposals may be issued for procurements under \$100,000.

Written Determination

The Procurement staff will determine in writing whether the use of competitive sealed bidding is either not practical or not advantageous to the District to procure the specified types of supplies, services, information technology, or construction. If it is not practical or advantageous to the District, an RFP will be prepared by Procurement with advice and support from the school/department.

Procedures

1. Prepare Specifications/Scope of Work:
 - a. The school/department develops draft specifications and submits the draft to Procurement for review and to make changes as appropriate.
2. Prepare the written solicitation to include:
 - a. Instructions to Proposers: instructions and information to proposers concerning the submission requirements, including the time and date set for receipt of proposal, the individual to whom the proposal is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information
 - b. Specifications: the purchase description, evaluation factors, specifications, delivery and performance schedule, and such inspection and acceptance requirements that are not included in the purchase descriptions
 - c. Terms and Conditions: the contract terms and conditions, including warranty and bonding or other security requirements, as applicable
 - d. Confidentiality Instructions: instructions to proposers to visibly mark as "confidential" each part of their proposal that they consider to be proprietary information
 - e. Pre-Proposal Conferences: If a pre-proposal conference is desired, indicate date, time and place, and whether attendance is optional or mandatory. Optional conferences are preferred. Mandatory conferences should only be used when the information revealed at the conference cannot be adequately provided in the original solicitation or an amendment. It is recommended to seek legal counsel when making a mandatory conference.

- f. Proposal Contents: indicates specifically what should be included in the proposal response
 - g. Award Criteria: provides the basis of award for the proposal
 - h. Attachments: list of applicable attachments with a brief statement about their purpose
3. Issue the Request for Proposals:
 - a. Assign solicitation number
 - b. Issue date - The date the RFP is publicly posted.
 - c. Contract Period
 - d. Due date and time - the exact date/time of receipt of bids. The date should be at least 10 days after the date the bid is advertised.
 4. Advertising: Advertising is done in the same manner as a Competitive Sealed Bid.
 5. Receipt of Proposals: Proposals must be kept secure and unopened except as provided in the Code for unidentified proposals. Proposals must be opened publicly in accordance with regulations at the date and time in the solicitation. Proposals are tabulated and the only information released is the names of the participating bidders; price is not disclosed.
 7. Proposal Distribution: After the proposal opening the Procurement staff will:
 - a. review the proposals for obvious areas of non-responsiveness and assure the proposals are complete;
 - b. provide the evaluation team a copy of the RFP and copies of the proposal responses, the procedures for evaluating the response, and an evaluation sheet for each proposer.
 8. Request for Qualifications:
 - a. Before soliciting proposals, the procurement officer may issue a request for qualifications from prospective offerors. The request must contain at a minimum a description of the scope of the work to be solicited by the request for proposals and must state the deadline for submission of information and how prospective offerors may apply for consideration. The request must require information only on their qualifications, experience, and ability to perform the requirements of the contract.
 - b. After receipt of the responses to the request for qualifications from prospective offerors, rank of the prospective offerors must be determined in writing from most qualified to least qualified on the basis of the information provided. Proposals then must be solicited from at least the top two prospective offerors by means of a request for proposals. The determination regarding how many proposals to solicit is not subject to review pursuant to Article 17 of the Code.
 9. Evaluation Criteria: The request for proposals must state the relative importance of the factors to be considered in evaluating proposals but may not require a numerical weighting for each factor. Price may, but need not, be an evaluation factor.
 10. Evaluation Team: The evaluation team will consist of approximately three (3) to five (5) individuals with sufficient knowledge of the proposal requirements.
 11. Offeror's References: The references will be checked by Procurement or an assigned member of the evaluation team.
 12. Discussion with Offerors: The evaluation team has the option of conducting an oral presentation conference with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors must be accorded fair and equal treatment with respect to any opportunity for discussions. In

conducting discussions, there must be no disclosure of confidential information derived from proposals submitted by competing offerors.

Reference: *Competitive Sealed Proposals, Required Procedures and Guidance for Communications After Opening but Prior to Award (eff. Sept. 2021)*, found at <https://procurement.sc.gov>.

13. Selection and Ranking: Proposals will be evaluated using the criteria stated in the solicitation. Once evaluation is complete, all responsive offerors must be ranged from most advantageous to least advantageous to the District based on the evaluation factors stated in the RFP.
14. Negotiations: After proposals have been ranked, the procurement officer, in their sole discretion, may proceed in any of the manners indicated below, except that in no case may confidential information derived from proposals and negotiations submitted by competing offerors be disclosed:
 - a. negotiate with the highest ranking offeror on price, on matters affecting the scope of the contract, so long as the changes are within the general scope of the request for proposals, or on both. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiations may be conducted, in the sole discretion of the procurement officer, with the second, and then the third, and so on, ranked offerors to the level of ranking determined by the procurement officer.
 - b. during the negotiation process as outlined in item (a) above, if the procurement officer is unsuccessful in the first round of negotiations, they may reopen negotiations with any offeror with whom they have previously negotiated; or
 - c. before or after negotiations pursuant to Section 1530(8), the procurement officer may make changes to the request for proposals within the general scope of the request for proposals and may provide all responsive offerors an opportunity to submit their best and final offers, which must be reevaluated and ranked pursuant to Section 1530(7).
15. Contract Award: The offeror whose proposal has been determined in writing to be the most advantageous to the District, based on the evaluation criteria in the RFP, is recommended for award of contract and the intent to award is posted in the same manner as a Competitive Sealed Bid.
15. The purchase order and/or contract is administered to ensure contractor performance.

IX. FEDERAL CONTRACT CLAUSES

NONCOMPETITIVE PROCUREMENTS WITH FEDERAL FUNDS

All procurement transactions for the acquisition of goods, property or services required under a federal award or subaward must be conducted in a manner providing full and open competition following the standards of 2 CFR 200.319 Competition and §200.320 Methods of procurement to be followed.

In accordance with §200.320, subgrantees can only use federal funds for noncompetitive procurements in specific circumstances. The subgrantee's existing exemption list cannot be used as the determination for approval with federal funds. Below are the federal requirements specific to noncompetitive procurements with notes in parentheses as additional guidance.

As outlined in 2 CFR 200.320(c), “There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. (See Section for VIII item #6 for competition thresholds.)
- (2) The item is available only from a single source; (*See Section for VIII, item #4 for Sole Source procurements*)
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; (See Section for VIII, item #5 for Emergency procurements)
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or (evidence is documentation of both request and response from pass-through entity; the subgrantees must seek approval from the applicable South Carolina Department of Education (SCDE) program office.) Each SCDE program office that manages subawards will have a form that can be completed with approval from the requestor, business official, procurement official, and the applicable program office. This should be approved before obligating funds. Items that have been competed on state contract are not subject to additional approval.
- (5) After solicitation of a number of sources, competition is determined inadequate.

FEDERAL CLAUSES

In addition to all other provisions required by the State, contracts issued under a Federal award require that recipients of federal assistance include specific contract provisions in certain contracts, request for proposals, or invitations to bid. The following contract provisions must be referenced in all federally assisted procurement and contract documents where applicable. The term contract includes subcontracts.

BYRD ANTI-LOBBYING CERTIFICATION: By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: Contractors who submit offers must certify that they and/or any of its principals,

- a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in the above paragraph of this provision.
- d. Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

Federal debarments can be checked at www.sam.gov and state debarments can be checked at <http://procurement.sc.gov/PS/legal/PS-legal-suspend-debar.phtm>.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Contractors are referred to and must comply with all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the District, Federal awarding agency, and the EPA.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

COMPLIANCE WITH THE DAVIS-BACON ACT: All contractors awarded a construction contract in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 as supplemented by the requirements of 29 C.F.R. pt. 5.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: All contractors awarded a contract in excess of \$100,000.00 that involves the employment of mechanics or labors must comply with the provision Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) and the Department of Labor regulations (29 CFR Part 5).

CONTRACT VIOLATION: During the term of the contract, contractors who violate any contract will be considered in breach and subject to cancellation for cause. Contractors may be suspended or debarred from doing business with the District. Examples of vendor violations include, but are not limited to: (1) Adding items to the contract without approval. (2) Increasing contract price without approval. (3) Misrepresentation of the contract to any District entity.

COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. 3145): Contractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3,

“Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides in part that Contractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

DRUG FREE WORK PLACE CERTIFICATION: Contractors must certify that, if awarded a contract, the Contractor will comply with all applicable provisions of The Drug-Free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201): Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C).

EQUAL EMPLOYMENT OPPORTUNITY: Except as otherwise provided under 41 CFR Part 60, Contractor agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, “Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

MADE IN AMERICA (2 CFR PART 200.322): By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION AGAINST CONFLICTS OF INTERESTS, GRATUITIES AND KICKBACKS: Any employee or any official of the school District, elective or appointive, who shall take, receive or offer to take or receive either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the school District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR PART 200.322): Contractor shall comply with the requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

RIGHTS TO INVENTIONS: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401.2 (a), Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within the 37 CFR §401. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

TERMINATION: Subject to the provisions below, the contract may be terminated for any reason by the Procurement Department providing a 30-day advance notice in writing to the contractor.

(a) Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the District without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.

(b) Termination for Cause: Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICE OR EQUIPMENT:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

X. PURCHASE ORDERS

1. Process/Definition

Purchase orders are legal documents that provide written authorization for vendors to provide the goods and/or services described on the order. The goods or service description, delivery conditions, quantity, and price are all specifically listed on the order. The purchase order also confirms to vendors that funds have been encumbered to ensure payment after the goods or services have been received. The District's purchase order, when properly executed and signed, is the vendor's authority to ship and invoice for the goods or services rendered. The purchase order is the District's commitment for the value of the supplies or services ordered. The purchase order must cover definitely and precisely all the essential elements of the purchase to be made in such a manner as to prevent future misunderstandings and minimize the necessity for additional correspondence.

When the purchase order is written as an acceptance of a written offer, a contractual relationship is established immediately upon its delivery to the vendor. When the purchase order is written without a previous offer, the order itself is an offer to buy. Only the terms and conditions appearing on the purchase order will be considered as a part of the contract. Acceptance of the order by the vendor is conditional on his acceptance of all terms and conditions indicated.

Purchases may not be divided (split) to avoid solicitation requirements. Multiple purchase orders to the same vendor, shipped to the same location will be reviewed. All materials to be purchased from one supplier and delivered to one location should be listed on one purchase order. Multiple account numbers

may be used on one purchase order.

The purchase order must be entered to the same vendor that will be invoicing the District. If the vendor is not on the District's Financial System, send the vendor's W-9 form, Certificate of Liability Insurance (COI) if applicable, and the vendor request form for vendor setup at Vendors@lexrich5.org.

Orders should not be placed with a vendor until a purchase order has been issued. Failure to do this will result in an unauthorized purchase and will be subject to disciplinary action up to and including termination.

A Blanket Purchase Order (BPO) is a simplified method of acquiring repetitive needs for goods/services that have been competitively bid and have an established State of District term contract. These contracts can be on state contracts or contracts awarded by the District. BPO's may also be for one-year service contracts at a fixed price per month and exempt purchases provided that the BPO lists the person(s) authorized to request supplies/services against the BPO. BPO's will be issued for up to one year, not to exceed the fiscal year end. Blanket BPO's will not roll over to the next fiscal year.

2. Procedures

- Enter requisition and details in School ERP Pro.
- Include all information or attachments that are required. **All requisition exceeding \$10,000.00 must include the source selection in the *Note* field of the requisition.**
- Check Submit for Approval in School ERP Pro for administrative approval.
- After the receipt of all administrative approvals, Procurement will either approve the requisition or return the requisition if additional information is needed.
- The Procurement Office will generate a purchase order for approved requisitions and the originator will receive a copy of the purchase order via email to send to the vendor.
- Once goods/services have been received, the requisition originator shall enter the goods/services received in School ERP Pro. The originating office is responsible for the inspection of all goods/services ordered. The inspection shall verify the items below before receiving the items in School ERP Pro:
 - a. the goods/services conform to the purchase order requirement (e.g. correct model # description, size, type, color, etc.)
 - b. the quantity delivered matches the quantity ordered
 - c. there is no damage
 - d. the unit of measure is correct (e.g. if the unit of measure is one dozen, there should be 12 in a package)
 - e. perishable items are in good shape and do not exceed expiration dates
 - f. products are operable or functional
 - g. services are performed as required in the scope of work

XI. CHANGE ORDERS

1. Purchase Order Changes

A department/school may request changes to existing purchase orders by submitting a Purchase Order Revision Request along with a copy of the original PO to Procurement. The changes must be within the general scope of the original purchase order and must be approved by Procurement before contacting the vendor. **Changes communicated to a vendor prior to obtaining approval from Procurement will result in an unauthorized procurement which is subject to disciplinary actions.**

Procedures

- Complete the Purchase Order Revision Request by entering a brief explanation for the change, the original purchase order sum, net changes made previously, the amount that the purchase order will increase or decrease, and the new purchase order total. There must be sufficient budget to cover any increases.
- Send the completed form to Procurement for approval.

2. Contract Change Orders (Non-Construction)

Changes in the provisions of an established contract will be processed by the Purchasing Department. The Purchasing Department shall prepare a Change Order form outlining the changes requested, the reason for the changes, and any pricing adjustments to the contract. The Change Order form will be forwarded to the contractor for written agreement of the proposed changes. The mutually agreed change order will be placed in the contract file

3. Construction Change Orders

The District reserves the right to make changes in the scope of the work required to be performed by a contractor by seeking additions or omissions which may be detailed in proposed change orders or the use of contingency allowances. The purpose of such proposed change orders or contingency allowance application initiated by the District would not seek to invalidate the contract, would not seek to relieve or release the contractor from any of its obligations under the contract or any guarantee given by it pursuant to the contract provisions. Furthermore, any proposed change orders or contingency allowance applications initiated by the District would not seek to affect without affecting the validity of the guaranty bonds, nor would they seek to relieve or release any surety or sureties of the bonds. All such work shall be executed under the items of the original contract unless expressly provided otherwise.

In the event of conflict between this Policy and the procedure for handling of Change Orders or Contingency Allowances in District construction contracts, the procedure identified in the contracts shall govern.

If applicable unit prices are not contained in the agreement, the architect shall, before ordering the contractor to proceed with desired changes, request an itemized proposal covering the work involved in

the change or use of contingency allowance funds, after which the procedure shall be as follows:

1. If the Change Order proposal is acceptable, the architect or other personnel or representative of the District for the project shall prepare the Change Order for acceptance by the contractor. If the proposal for use of contingency allowance funds included in a previously approved contract is acceptable, the architect shall prepare a statement to be submitted to the board. For Change Orders to be accepted the owner, architect, and contractor must all agree.
2. Each Change Order or Request for Use of Contingency Allowance Funds shall include in its final form:
 - a. A detailed description of the change in the work
 - b. The contractor's proposal (if any) or a conformed copy
 - c. A definitive statement as to the resulting change in the contract price and/or time
 - d. The statement that all work involved in the change or request shall be performed in accordance with contract requirements except as modified by the change order.
3. No extra work for which will result in a change order shall be done nor any obligation incurred for payment except upon a written order fully signed by the owner's representative. No extra work for which will result in a request for use of contingency allowance funds shall be done nor any obligation incurred for payment except upon a written order fully signed by the owner's representative. Information on such Change Orders or Requests for Use of Contingency Funds will be provided to the board at the next regular board meeting. Any Change Order or Request for Use of Contingency Funds exceeding \$50,000 or enlarging the scope requires board approval before the order is placed.
4. In order to limit excessive usage of contingency, the administration will follow the project checklist, research similar project contingencies, then present a conservative proposal to encompass the scope of work to the board before approval of each use of contingency. In any case, regardless of the use of the \$50,000 limit for either change orders or contingency funds, the administration shall report such usage in any amount to the board on a quarterly basis.

XII. SPECIFICATIONS

1. Purpose

The purpose of a specification is to serve as a basis for obtaining goods and services. It is the intent of the District that specifications permit maximum practicable competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the District's requirements. All specifications shall be written in a non-restrictive manner so as to describe the requirements to be met. The term *specification* refers to that portion of a solicitation that describes the characteristics of the goods or service being procured and the requirements to be satisfied by the goods or services. It is used interchangeably with the terms, *purchase description*, *purchase specification*, *purchase requirement*, *commercial item description*, *scope of work* and *statement of work*. A specification may include

requirements for samples, prototypes, inspection, testing, warranty and packaging. The specification portion of a solicitation should not contain bidding instructions, contractual terms and conditions, pricing formats or similar materials.

Schools/departments are responsible for the first draft of specifications to be submitted to the Procurement Department and can be sent via email.

2. Restrictive Specifications

Restrictive specifications should be avoided. Restrictive specifications may unnecessarily limit competition by eliminating goods/services capable of satisfactorily meeting the actual needs by requiring features that exceed the minimum acceptable characteristics required.

3. Brand Name Specification

Brand name specification means a specification limited to one or more items by manufacturers' names or catalogue numbers. Brand name specifications must include a justification that the brand has the unique capabilities/supplies possessed by only one brand (i.e. proprietary rights) and state the reasons why no other brand has or can obtain these capabilities.

Brand Name or Equal

- (a) If an item in a specification is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the District's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
- (b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
 - (1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;
 - (2) Clearly identify the item by-
 - (i) Brand name, if any; and
 - (ii) Make or model number;
 - (3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
 - (4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.
- (c) The Purchasing Office will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
- (d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

XIII. VENDOR RELATIONS AND PERFORMANCE

1. Relationship Defined

The relationship between the District and its suppliers must be one of mutual respect, trust, and understanding. Both must operate under a philosophy of fairness and confidence in all transactions.

- Schools/departments will not extend favoritism to any vendor or contractor. Each order will be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.
- Competition must be open.
- All vendors must be provided the same information.
- Confidential information must not be disclosed.

2. Correspondence with Vendors

All correspondence or contact with vendors pertaining to District solicitations, negotiations, or existing District contracts shall be conducted by or through the Procurement Department. District staff may correspond with vendors on subjects such as technical information, product availability, requests for literature, etc. No correspondence or contact should be interpreted as committing the District in any way.

3. Complaints against Vendors

It shall be the Contract Administrator's responsibility to document all received complaints concerning all contracts that are administered by the District. The Contract Administrator shall notify the Vendor (via email or hardcopy) of complaints. This notice is to include a required corrective action timeframe. The Contract Administrator must reinspect and communicate all findings to the Vendor (via email or hardcopy). When warranted per the procedures below, the Contract Administrator may request a Formal Vendor Complaint letter be sent to the Vendor from the Purchasing Office. When warranted per the procedures below, the Contract Administrator may request the termination of a contract through the Procurement Department. The Purchasing Office will be responsible for processing all formal vendor complaints and terminations of contracts. Any formal vendor complaint issued to a vendor shall outline contract violations and the corresponding contract section where the Vendor is found in default. The vendor shall be directed to respond to the formal complaint within 10 days, noting any additional information that is relevant, or disagreement with the information provided, and provide a plan of action to correct or otherwise resolve the issue or to ensure it does not reoccur.

XIV. DISPOSITION OF SURPLUS PROPERTY

1. Definition

The final step in the procurement cycle is the disposition of surplus property. Surplus property is all District-owned supplies and equipment, not in actual public use, with remaining useful life and available

for disposal. District property may be declared surplus by the Procurement Officer, in consultation with other District Administrators, when it is deemed unusable for District purposes, is obsolete, or the costs to repair or to refurbish the property in order to return it to public use would exceed the value of like used equipment with a remaining useful life.

2. Procedures

Surplus property may be disposed of by public auction, competitive sealed bidding, or public sale. When an attempt is made to dispose of surplus goods through one or more of these methods and the goods are not sold, the goods will be discarded by a means of disposal most advantageous to the District. To request the removal surplus property, submit a Surplus Request Form located in Employee Access under Resources/Financial Documents.

To ensure that there are no improprieties or appearances of impropriety, no employee of the District shall receive any special or private consideration in the disposal of District property. Employees may acquire such property only as members of the general public.

XV. ASSISTANCE TO MINORITY BUSINESSES

The South Carolina Consolidated Procurement Code in Sections 11-35-5210 *et seq.* of the Code of Laws of South Carolina (1976), as amended, requires that all agencies that have adopted a procurement code that is substantially similar to the State code formulate a Minority Business Enterprise Utilization Plan (“MBE Plan”). The MBE Plan is designed to ensure that minority businesses are offered the opportunity to fully participate in the overall procurement process of the District.

The term “minority business” means a business holding a Certificate of Eligibility issued by the South Carolina Office of Small and Minority Business Assistance (OSMBA). Schools/Departments are encouraged to use every opportunity to utilize minority businesses in fulfilling their non-competitive procurement needs as well as soliciting quotes and/or proposals from these businesses. A directory of certified Small and Minority Businesses can be found at <http://osmba.sc.gov/directory.html>. MBE Utilization plans must be submitted to the Board for approval no later than the first Board meeting on or after July thirtieth, annually. Progress reports must be submitted to the board no later than thirty days after the end of each six-month fiscal period and contain the following information:

- a) number of minority firms solicited;
- b) number of minority bids received;
- c) total dollar amount of funds expended on contracts awarded to minority firms certified pursuant to Section 11-35-5230 of the South Carolina Code of Laws; and
- d) total dollar amount of funds expended.

XVI. PURCHASING CARD POLICIES AND PROCEDURES

The purpose of the Purchasing Card Program is to improve the efficiency and effectiveness of the District’s procurement program. The Purchasing Card is a Visa credit card issued by Bank of America and is a fast, flexible purchasing tool which offers an alternative to the existing District purchasing processes. It provides an extremely efficient and effective method for purchasing and paying for small purchases with

a total value of \$2,500 or less per commitment. These small purchases can be completed with a purchasing card and invoiced for payment on a monthly basis to increase the convenience of making small purchases, maintain accounting controls, and reduce the labor hours at the school and department level and in Fiscal Services.

Utilization of Minority-Owned Business (MBE) and Woman-Owned Business (WBE) Enterprises

The Code and the District encourage use of certified MBEs and WBEs in all District procurements. The P-Card is a convenient payment tool to encourage efficiencies for government and the business community in both the procurement and invoicing processes. In order to maximize the sharing of business opportunities with certified MBEs and WBEs, use of the P-Card is highly encouraged where appropriate. Additional information regarding the Division of Small and Minority Business Contracting and Certification, including a list of certified MBEs/WBEs may be found at:

<http://smbcc.sc.gov/directory.html>.

1. Procurement Department Responsibilities

The Procurement Department will be responsible for administering the procurement card program. A list of cardholders, card numbers, along with established spending limits shall be maintained in the Procurement Office.

- a. Establish written procedures to ensure compliance with, or request exceptions to, the Code and the District P-Card Policy.
- b. Ensure that all cardholders sign the mandatory cardholder agreement specifying the terms and conditions for use of the card and acknowledgement of receipt and training on the internal P-Card policies and procedures.
- c. Order and receive new and replacement cards.
- d. Establish, with consultation with principals/Directors/Chiefs, monthly spending limits for each cardholder.
- e. Report lost or stolen cards to the bank.
- f. Collect and destroy cards when cardholders transfer to jobs not requiring a P-Card, resign, or are terminated.
- g. Deactivate cards in the Works system immediately upon notification of fraud/theft/loss of the card or upon termination of Cardholder's employment for any reason.
- h. Audit all charges on a monthly basis in an effort to prevent and detect misuse of the P-Card by reviewing all documentation to ensure:
 - Invoices/receipts have the required information;
 - Sales or use tax is applied if necessary;
 - Purchases were for legitimate District business use;

- Cardholder monthly bank statements contain the cardholder’s original signature.
- i. Maintain and store all P-Card documentation required for audit purposes.

2. Cardholder Responsibilities

- a. Keep the card secure at all times. The District procurement card is to be protected by the same safeguards that are applied to the security of a personal credit card. It is left to the discretion of each cardholder to determine where the most secure place would be.
- b. Record the name, date and purpose of all transactions on the *Authorization for Visa Purchase Form*, obtain authorization and user signatures, and attach it to the monthly statement along with the corresponding receipt(s). *This does not apply to District maintenance employees.*
- c. Ensure all prices are fair and reasonable by notating “fair and reasonable” on the authorization form. When practical, purchases must be solicited from suppliers other than the previous supplier before placing a repeat order.
- d. Check the Visa Authorization Log for fraudulent charges each day.
- e. Reconcile transactions monthly.
- f. Ensure receipt of materials and services.
- g. Contact the supplier to resolve any delivery problems, discrepancies and damaged goods claims.
- h. Enter monthly requisitions into School ERP Pro with attached receipts and authorizations for all transactions.

3. Obtaining a Procurement Card

- a. Cardholders must be an employee of the Lexington/Richland County School District.
- b. A completed Procurement Card Request form from the principal, director, or chief must be forwarded to the Procurement Department.
- c. The procurement card must be picked up in person by the cardholder.
- d. The cardholder must sign the Mandatory Cardholder Agreement prior to issuance of a P-Card.
- e. The back of the card must be signed immediately upon receipt.

4. Card Cancellation

The procurement card must be cancelled for the following reasons:

- a. The cardholder’s termination of employment with the District;
- b. The cardholder’s transfer to another position or location within the District; or
- c. The card is revoked by the Procurement Department due to misuse by the cardholder.

To cancel a procurement card, the card should be cut in half and returned to the Procurement Department immediately. Do not send the destroyed card through the inter-departmental mail courier.

5. Card Surrender

The Procurement Card must be temporarily surrendered to the Procurement Department at the beginning of a leave of absence.

6. Spending Limits and Guidelines

The single transaction limit for all cardholders is \$2,500.00. Purchases \$2,500 and under may be made without securing competitive quotations or any type of value analysis if the prices are considered reasonable. If a Cardholder, through prior experience (e.g., comparison with prices paid previously for the same or similar items, familiarity with the supply/service based on frequent purchasing) knows that the

proposed price is fair and reasonable, he/she does not have to do any further prior evaluation or analysis. However, if the Cardholder suspects or has information to indicate the price may not be reasonable or is purchasing a supply or service for which no comparable pricing information is readily available, action should be taken to verify that the price is reasonable and supporting documentation maintained by the Cardholder for twelve months following the date of purchase. When practical, purchases must be solicited from suppliers other than the previous supplier before placing a repeat order. Any increase in the single transaction limit must be approved in writing by the Chief Financial Officer.

There are no daily purchases limits for any cardholder, but purchases shall not be **artificially divided** in order to circumvent \$2,500 limit per transaction. The monthly limit for each cardholder is determined in consultation with the appropriate principal/director/ chief and entered in Works by the Procurement Department.

Under no circumstances shall items purchased be shipped to a home address. Failure to adhere to the above guidelines will result in an Unauthorized Purchase and subject to disciplinary actions.

Since District funds are committed each time the card is used, it is extremely important that users verify they have sufficient budget balances before charges are made.

7. Internet Purchases

Purchases on the procurement card via the internet are allowed. Receipt documentation must be maintained to support the internet order. All documentation must be itemized reflecting the individual item cost as well as the total cost of the purchase. Invoices or itemized receipts are required for internet purchases.

8. Security for Purchases through the Internet

Customers must use the same care and common sense in supplier selection as they would with any other purchasing method. The objective should be to balance quality and service with price.

9. Receipt of Materials and Services

The cardholder shall be responsible for ensuring receipt of materials and services, and for contacting the supplier to resolve any delivery problems, discrepancies and damaged goods claims. Cardholders must provide receipts for all charges.

10. Returns and/or Exchanges

- a. The cardholder shall make arrangements with the supplier before shipping an item for return.
- b. The supplier must credit a return and charge a new transaction. Exchange of like items (i.e. different colors, etc.) may not require a credit transaction.
- c. Under no circumstances should a cardholder accept cash in lieu of a credit to the card account.
- d. The cardholder shall document all returns and exchanges. This information may be needed for a formal dispute.
- e. Rebates for District-purchased supplies are the property of the District and must be deposited back to the District account.

11. Disputed Transactions

The Cardholder is responsible for contacting the supplier about any erroneous charges, returns or disputed items. Disputed billing can result from:

- a. Failure to receive goods or services charged
- b. Fraud or misuse
- c. Altered charges
- d. Defective merchandise
- e. Incorrect amounts
- f. Duplicate charges
- g. Credits not processed

12. Cardholder Recordkeeping

- a. Each Cardholder must maintain files of transactions by month and by fiscal year. Included in each file must be copies of receipts, bank statements, and transaction log sheets. Cardholders must maintain documentation in a manner that will allow an auditor to quickly and easily review the records.
- b. When making a purchase via telephone, internet, or mail order, the Cardholder must request that a receipt or confirmation of the order be mailed directly to the Cardholder (not Accounts Payable nor Procurement). The Cardholder should always obtain and document the name of the individual who took their order.
- c. The Cardholder should retain all shipping documentation.

13. Card Renewal

A renewal Procurement Card will automatically be mailed to the Procurement Department two years from the issue date. Cardholders will be notified when their new cards are available for pick up. Renewal cards must be personally picked up and the Cardholder must sign that they have received it.

14. Lost or Stolen Card

If a procurement card is lost or stolen, notify the Procurement Department immediately.

15. Reconciliation

Reconciliation is defined as a comparison of original receipts to the statement received from the financial institution. Each Cardholder will receive a detailed statement from the Financial Institution for their card at the beginning of every month. This statement will list the transaction(s) that have transpired for the month and should match the Cardholder's records.

- a. Reconciliations must be performed at least one a month.
- b. Reconciliation should be performed by someone other than the Cardholder and be signed with the reconciler's signature and the date.
- c. Requisitions for all monthly transactions must be entered in School ERP Pro and submitted to Purchasing no later than the 5th day of the following month. The requisition total must equal the Visa statement total and the statement, receipts, and authorizations must be attached to the requisition.
- d. Transactions occurring after the 25th of the month may not appear on your statement; these items should be carried forward to the next month.
- e. Submission of the monthly requisition shall be perceived as approval to pay all transactions appearing on the current statement.

16. Audit Procedures

The District Procurement Department will perform monthly audits of procurement card transactions. Such audits will be designed to verify that card transactions are authorized and appropriate and to verify that required documentation has been properly accumulated, approved and filed.

17. Reasons to Suspend and/or Revoke Procurement Card Privileges

- a. Failure to adhere to District policies and procedures
- b. Failure to safeguard the procurement card from unauthorized use
- c. Use of procurement card for prohibited purchases
- d. Use of procurement card to purchase any substance, material, or service deemed to be in violation of any local, state or federal laws.
- e. Failure to keep all necessary documentation on procurement card transactions
- f. Failure to reconcile monthly charges

18. Prohibited Procurement Card Purchases

- a. Alcoholic Beverages
- b. Tobacco Products
- c. Cash Advances
- d. Information Technology items unless prior written approval is obtained from the Director of Technology
- e. Controlled Substances/Narcotics
- f. Gift Cards
- g. Gifts for Staff
- h. Airline Tickets (*A District designated card will be used for airline ticket purchases*)
- i. Employee travel expenses such as lodging, taxis, car ride services, and meals
- j. Purchases for personal use
- k. Payment on past due invoices

Unauthorized or non-business charges on the procurement card is the cardholder’s responsibility and must be reimbursed to the District or the unauthorized charges may be deducted from employee’s pay. Improper or fraudulent use of procurement card will result in disciplinary action, up to and including criminal prosecution and termination of employment. The Superintendent and Chief Financial Officer will be notified of any fraudulent use of the procurement card.

19. Consequences of Violations of the Purchasing Card Program Policies and Procedures

Purchasing Card transactions are subject to the monitoring and review process of the Procurement Department. Cardholders will be requested to provide additional information for questioned transactions. Actions for purchasing card transactions which are violations of the District Procurement Code will be handled as an unauthorized procurement.

20. Violations of the Purchasing Card Program and Guidelines

Violations of District policy or procedures will result in notification of violation to the cardholder and department head for the card. Any of the following action(s) will be the result based on the severity of the violation:

- 1. Inquiry to the cardholder for explanation of the use of the purchasing card for a questionable transaction.

2. Suspension of the purchasing card until:
 - a. Assurances have been made by the department head that measures have been taken to avoid a reoccurrence of the violation by the cardholder.
 - b. Cardholder has attended additional training on the purchasing card policies and guidelines.
3. Termination of the purchasing card.
4. Disciplinary action in accordance with District Policy and Procedures relating to disciplinary action and termination for cause.
5. Repayment of the transaction with personal funds.

EXHIBIT A

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES CODE EXEMPTIONS

1. COPYRIGHTED EDUCATIONAL MATERIALS to include, but not be limited to:

- a. Books, dictionaries, textbooks, newspapers, diplomas
- b. Professional journals, technical pamphlets, periodicals, subscriptions
- c. Educational films, filmstrips, slides and transparencies
- d. Video tapes, cassettes, DVDs
- e. Standardized test, testing materials, and services to score the tests

2. COPYRIGHTED TECHNOLOGY MATERIALS to include, but not be limited to:

- a. Computer assisted instructional materials, software, interactive video programs and other related materials made available by information technology that can only be obtained from the company providing the information or service
- b. CD-ROM documents, data bases
- c. Site Licenses, maintenance contracts, upgrades, renewals and related materials for District-adopted software only available or provided by the software provider
- d. License agreements/renewals for computer software after such software has been competitively bid as required by the Code and additional software features/options that are only available by the software provider

3. MEDICAL AND RELATED SERVICES to include, but not be limited to:

- a. Licensed/certified medical doctors, physicians, nurses, psychiatrists, psychologists, behaviorists, counselors, dentists, optometrists, etc.
- b. Hospital and clinical services, occupational and physical therapy
- c. Mental health organizations and services
- d. Long-term care medical or educational organizations and treatments programs
- e. Speech, language and related services, audiologist
- f. Vaccines

4. GOVERNMENTAL SERVICES to include, but not be limited to:

- a. Services and supplies provided by the Federal government, State agencies, county, city or special purpose districts
- b. Payments of taxes, social security, annuities, etc.
- c. School Resource Officer services

5. EDUCATIONAL SERVICES to include, but not be limited to:

- a. Contractual and cooperative agreements for provision of services to students
- b. Tuitions paid to institutions of higher learning
- c. Evaluation services and expenses of visiting committees such as Southern Association of Colleges and Schools
- d. Consultants for evaluation of academic programs
- e. Professional artist services, including dancers, writers, poets, theatre groups, craftsmen, folk artists, or other such services (subject to Board approval if greater than \$25,000)

6. POLICY AND LEGAL SERVICES to include, but not be limited to:

- a. Attorney services (subject to Board approval), court recorders, expert witness services, bond rating services and costs associated with issuance or refinancing of bonds (subject to Board approval if greater than \$25,000)
- b. Certified Public Accountants (subject to Board approval)
- c. Legislative consultant (subject to Board approval)
- d. Financial advisors, investment management, brokerage services (subject to Board approval)
- e. Insurance coverage, both primary and reinsurance
- f. Other professional services obtained on a fee basis (subject to Board approval)

7. STAFF DEVELOPMENT (subject to Board approval if greater than \$25,000.00) to include, but not be limited to:

- a. Training provided by consultants, certified teachers/trainers or District personnel
- b. Training materials secured or prepared for instructional purposes
- c. Workshop, conference, and seminar registration
- d. Instructional training seminars or staff development offered by the District to district employees and those contractual services necessary to provide the services for the seminar.

8. STUDENT SERVICES to include, but not be limited to:

- a. Electronic and printed exams, tests, testing materials, including scoring services and materials
- b. State-adopted science kits and refurbishments
- c. Canine drug and/or weapon detection services and related support services
- d. Homebound services and home visits
- e. Instruction provided by certified teachers, interpreter services, English tutors
- f. Interpreters, interpreter services, tutors

9. UTILITIES & ENERGY EXPENSES to include. but not be limited to:

- a. a. Fuel, propane, natural gas
- b. Oil company credit card purchases of gas, oil or fluids
- c. Electric/power services
- d. Water/sewer, gas, cable TV, and related services and costs

10. **COMMUNICATION EXPENSES** to include, but not be limited to:

- a. Local & long-distance telecommunication services
- b. Telecommunication equipment, upgrades, maintenance & repair contracts
- c. Lease of imbedded telephone systems

11. **REFUNDS** to include, but not be limited to:

- a. Refunds of health insurance, earnest monies, bid securities, or other funds temporarily entrusted to the District

12. **ITEMS PURCHASED FOR RESALE**

13. **MAIL AND DELIVERY SERVICES, POSTAGE AND POST OFFICE BOXES**

14. **PERISHABLE FOODS**

15. **TRAVEL EXPENSES FOR STAFF & STUDENTS** to include, but not be limited to:

- a. Airline, car rental, bus, train, parking, taxis, etc.
- b. Hotel accommodations
- c. Meals/allowances
- d. Conference/seminar and other registrations/fees
- e. Admission costs/fees

16. **PROFESSIONAL DUES & MEMBERSHIPS**

17. **PROPERTY SERVICES** to include, but not be limited to:

- a. Appraisals and related services (subject to Board approval if greater than \$25,000)
- b. Leasing of public parking lots, lecture halls, theaters, arenas, athletic facilities, recreational areas, etc. for District sponsored events

18. **ADVERTISING**

- a. Local newspapers, professional journals, publications, radio, television, etc.

19. **PUPIL ACTIVITY FUNDS**

20. **PROFESSIONAL ARTISTS**

21. **CLERGY SERVICES**

22. **GRANT SPECIFIED EQUIPMENT AND SERVICES:**

- a. Purchase of grant specified and approved equipment, subcontracts and consultants required for the successful completion of the grant project and where competitive bidding is not required or practical (subject to Board approval if greater than \$25,000)

23. **CONFIDENTIAL GOODS AND SERVICES:**

- a. Goods and services of a confidential/sensitive nature that would cause injury to students, staff and/or the District if procured through public solicitation (subject to Superintendent approval)

24. COOPERATIVE PURCHASE WITH PUBLIC PROCUREMENT UNITS:

- a. Procurements by the District through a cooperative purchase where the public procurement unit or external procurement activity administering the cooperative purchase complied with the requirements Office of General Services of the State Budget and Control Board.

25. BUDGET AND CONTROL BOARD EXEMPTIONS:

- a. The District also adopts the exemptions granted by the State Budget and Control Board, both present and future.

***Note: Board approval shall mean the approval of the proposed contract or payment, or for recurring expenses, approval of the vendor(s) at least annually.**