

**CHEROKEE COUNTY COUNCIL
GAFFNEY, SOUTH CAROLINA**

**PURCHASING
POLICY & PROCEDURE**

July 18, 2005

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**STATEMENT OF CHEROKEE COUNTY'S PURCHASING POLICY
AND PROCEDURE**

PART 1 – PURPOSE, SCOPE AND REVISIONS

Section 1-1: Purpose

It is the policy of Cherokee County Council to procure goods and services necessary to the performance of the Council business as efficiently, effectively and economically as possible. The County shall, therefore, purchase all goods and services in accordance with the procedures set forth in this document entitled, Cherokee County, Gaffney, South Carolina, Purchasing Policy and Procedures.

Section 1-2: Scope

This Policy and Procedure Statement applies to contracts for the procurement of supplies, services, and construction entered into by Cherokee County Council. It shall apply to every expenditure of public funds by the Cherokee County Council for public purchasing, irrespective of the source. When a procurement involves the expenditures of state or federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable state and federal laws and regulations which are applicable in the circumstances.

Interpretation of the Cherokee County Council's Statement of Purchasing Policy and Procedure shall be the responsibility of the Cherokee County Council and its County Administrator.

Section 1-3: Revisions

Revisions to this statement may be made upon authorization of the Cherokee County Council.

Section 1-4: Contract Executions

That no Department Head, employee or person in any position of Cherokee County Government shall enter into, approve, sign or execute any contract for any services, merchandise or any obligation of Cherokee County until and unless signed and executed on behalf of Cherokee County by the Cherokee County Administrator.

PART 2 – DEFINITIONS

Section 2-1: Definitions

1. Cherokee County Council, governing body of Cherokee County, a political subdivision of the State of South Carolina.

2. **Business** - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or other private legal entity doing business within the confines of the United States.
3. **Change Order** – A written order signed and unilaterally issued by the Cherokee County Administrator, directing the contractor to make changes which the Changes Clause of the contract authorizes the Cherokee County Administrator to make.
4. **Contract Modification** - Any written alterations of specifications, delivery points, rates of delivery, periods of performance, prices, quantities, or other provisions of any contract accomplished by mutual actions of the parties of the contract.
5. **Contract** - All types of agreements, regardless of what they may be called, for the procurement of supplies, services or construction.
6. **Contractor** - Any person having a contract with Cherokee County Council.
7. **Employee** - An individual drawing a salary or hourly wage from the Cherokee County Council whether elected or not, and any non-compensated individual performing personal services for Cherokee County Council or any department thereof.
8. **Financial Interests**
 - a. Ownership of any interests or involvement in any relationship from which, or as a direct result of which or indirect result of which, a person within the past year has received, or is presently or in the future entitled to receive more than \$100.00 per year or its equivalent;
 - b. Ownership of 51 percent of any property or business;
 - c. Holding a position in a business such as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
9. **Gratuity** - A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.
10. **Invitation of Bids** – All documents, whether attached or incorporated by reference, utilized for solicitation of sealed bids.
11. **County Administrator** – An employee of Cherokee County Council as directed by State Statute to direct and oversee the operations of Cherokee County. The Chief Managing Officer of Cherokee County.
12. **Open Contract** - A contract for the procurement of supplies, services, or construction that has not been completed by receipt of the ordered supplies, services, or construction.

13. Purchasing – All activities related to the process of entering into contracts for the procurement of supplies, services and construction by Cherokee County Council, and the processing of all requisitions, price and vendor determinations, and the receipt and inspection of supplies, services and construction following from such contracts.
14. Request for Proposals – All documents, whether attached or incorporated by reference, utilized for the solicitation of proposals.
15. Specification - Any description of the physical or functional characteristics, or of the nature of supplier, service, or construction item. It may include a description of any requirements for the inspecting, testing, or the preparing of a supply, service or construction item for delivery.
16. Department Head – An employee of Cherokee County, by and through Cherokee County Council responsible for operations of a specific department.

PART 3 – PURCHASING AUTHORITY AND DUTIES

Section 3-1: Purchasing Authority

Only the Cherokee County “Department Heads” and Cherokee County “Purchasing Agent” will carry out the function of Purchasing.

Section 3-2: Purchasing Authority and Duties of Cherokee County Department Heads

1. The Department Heads shall have purchasing authority as explained in PART 6 herein entitled, “EMERGENCY PURCHASING.”
2. The Department Heads purchasing authority is further expanded herein by PART 9 entitled, “SMALL PURCHASE PROCEDURE.”

This constitutes the full purchasing authority of the Cherokee County “Department Heads.”

Section 3-3: Cherokee County Purchasing Agent

1. The Cherokee County Purchasing Agent shall serve as the principal public procurement official for Cherokee County Council and shall be responsible for the procurement of supplies, services and construction in accordance with this policy.
2. Duties of Cherokee County Purchasing Agent shall be in accordance with this policy, and shall be subjected to the supervision of the Cherokee County Administrator. The Cherokee County Purchasing Agent shall:
 - a. “Purchase or supervise the purchase of all supplies, services and construction needed by Cherokee County.

- b. Establish and maintain programs for specification development, contract administration, inspection and acceptance, and use of all supplies, services and construction items in cooperation with the various departments.
3. Operational procedures for procurement shall be consistent with this policy, and, with the approval of the Cherokee County Administrator, Cherokee County Purchasing Agent may set forth operational procedures relating to the execution of his duties.

Section 3-4: Delegation to Project Managers

The Cherokee County Purchasing Agent may delegate authority to purchase certain items and services, or construction items to special project managers so designated by the Cherokee County Administrator, as such delegation is deemed necessary for the effective procurement of such items.

PART 4 – GENERAL REGULATIONS

Section 4-1: Procurement Responsibility

The Cherokee County Purchasing Agent has sole authority to conduct and conclude all negotiations affecting purchase prices, terms, and delivery, subject to the requirements of this policy. This includes the authority to negotiate the best possible purchase price. Any and all participation by departments in this process must be conducted under the auspices and with the full knowledge of the Cherokee County Purchasing Agent. Under no circumstances, shall any employee state preferences or give any information to any salesman or vendor, which might interfere with the purchasing process.

Section 4-2: Requisitions

All purchase requisitions shall originate in the department which requires the materials, supplies, equipment or services. Purchase requisitions for operating departments shall be accepted by the Cherokee County Accounts Payable Clerk only if properly completed, including classification. The actual purchasing shall be permitted only on the Cherokee County Council's purchase order.

Section 4-3: Review of Requisition

The Cherokee County Purchasing Agent shall have authority to question the quality and quantity of all materials requested on requisitions and to inspect, at any time the quality and quantity of materials received in order that the best interest of the Cherokee County Council and integrity of its employees be protected.

Section 4-4: Relationship to the Budget

The Cherokee County Accounts Payable Clerk shall not accept requisitions or issue any purchase orders except as they obligate Cherokee County Council to the extent allowed in the aggregate budget.

Section 4-5: Informal Bid Procedure

Before any purchases or contracts for supplies, materials, equipment or services exceeding five hundred dollars (~~\$500.00~~) are made, the Cherokee County Purchasing Agent shall give ample opportunity for competitive bidding. Single purchase orders for purchases of one thousand dollars (~~\$1,000.00~~) or less, and not handled by the contract procedure, should be awarded by the Cherokee County Purchasing Agent after receiving at least two verbal or written quotations. All quotations shall be noted on the requisition. Single purchase orders for purchases in excess of one thousand dollars (~~\$1,000.00~~), but less than five thousand dollars (~~\$5,000.00~~) shall be awarded by the Cherokee County Purchasing Agent after receiving at least three verbal or written quotations (not exception in Section 4-7) and 6-1 of this policy). This procedure shall be known as the "informal bid procedure."

Section 4-6: Formal Bid Procedure

Cherokee County Council shall publicly advertise for bids, or solicit a minimum of three quotations by direct contact from qualified vendors for all singular purchases, the cost of which can reasonably be expected to exceed five thousand dollars (~~\$5,000.00~~).

All bids shall be received in writing and shall contain all information requested. Bids not meeting this requirement shall be rejected upon their opening.

Invitations to bid shall set out any and all criteria to be used in the evaluation process. Such criteria may involve, though not be limited to, inspection, testing, quality, workmanship, delivery, service availability, maintenance requirements, resale, and suitability for proposed use, proper state, federal or local license requirements, if any, of contractors/applicants.

Invitations to bid may, at the discretion of the Cherokee County Purchasing Agent, require deposit of bid bond equal to five percent of the amount of the proposal. The Cherokee County Council may retain such deposits or bid bond if the successful bidder fails to execute the contract within the specified time period or fails to give satisfactory surety.

Immediately upon receipt, the Cherokee County Purchasing Agent shall mark the date and time upon the bid envelope and shall place it in a secure place to await opening at the time specified. Any bid may be withdrawn prior to its opening, upon written request to the Cherokee County Purchasing Agent. The Cherokee County Council will accept resubmission of withdrawn bids prior to the time set for opening only, but no bid shall be received by the Cherokee County Council following the time set for opening. Once bids have been opened, no alterations nor withdrawals may be made.

Section 4-7: Formal/Informal Bid Procedure Waived

The informal and formal bid procedures may be waived under the following conditions upon the approval of Cherokee County Council:

1. When there exists no possibility of a competitive bid, as in the case of only one known source of supply (see Section 10-3);
2. When it is to the advantage of the Cherokee County Council to acquire goods and/or services on the basis of the previously awarded bid or contract; (i.e. past experience with price, quality, service, etc.)
3. In the case of emergency purchases as defined in Section 6-1;
4. When, in the judgement of the Cherokee County Administrator or Cherokee County Council, it is to the advantage of Cherokee County to do so.

Section 4-8: State Contract Purchasing

When it is advantageous to procure materials, supplies, and/or equipment through the purchasing contracts of the State of South Carolina, such shall be considered as having satisfied the bidding procedure outlined herein.

Section 4-9: Cooperative Purchasing

The Cherokee County Purchasing Agent shall have the authority to negotiate jointly with agents of other governmental jurisdictions for the purposes of securing better prices, bids, contracts, etc., and to procure items and services under joint contracts.

Section 4-10: Vendor Probation ~~*~~

The Cherokee County Purchasing Agent may place any vendor who fails to satisfactorily meet any terms, agreements on contracts made with the Cherokee County Council on a one-year probation. This probation is subject to the right of appeal directly to Cherokee County Council.

Section 4-11: Vendor Default

Should a vendor be unable or unwilling for any reason to meet the terms of any open contract, the Cherokee County Purchasing Agency may void that contract and use either the formal or informal bidding procedure, whichever is appropriate, to secure the needed items or services. Action taken by the county pursuant to this section does not negate or constitute a waiver of any legal remedies available to the county as a result of the vendor's breach of contract.

PART 5 – ADMINISTRATIVE PROCEDURES

Section 5-1: General Statement

While there are several types and categories of purchases, there is only one procedure to be followed in the procurement of supplies, materials and equipment. The sequence of events in this procedure may be rearranged at the discretion of the Cherokee County Purchasing Agent and/or Cherokee County Administrator to best accommodate the circumstances surrounding the need for the purchase. An example of such rearrangement would be in the case of an “Emergency Purchase”, as outlined in Section 6.

However, regardless of the sequence of events, all appropriate documents and processes must be completed before an invoice is cleared for payment. The routine sequence is as follows:

- Step 1: Cherokee County Department Heads will prepare a requisition form.
- Step 2: Cherokee County Purchasing Agent will secure quotes, either verbal or written, in accordance with the procedures established in Section 4, 6, and 9 of this policy statement.
- Step 3: The Cherokee County Administrator will approve the issuance of a purchase order in accordance with the appropriate section of the purchasing policy.

Section 5-2: Accounts Payable Procedure

A copy of all purchase orders issued along with a copy of the requisition attached, is forwarded to the Cherokee County Accounts Payable Clerk who maintains these purchase orders in a numerical file.

When departments receive goods, the Cherokee County Department Head will check the incoming goods and prepare a sign-off on the invoice. The original invoice, along with the packing slip is forwarded to the Cherokee County Accounts Payable Clerk and is filed with the purchase order.

As invoices are received by the Accounts Payable Clerk they are to be screened against the purchase order file.

Each invoice is stamped and prices and quantities from the invoice are checked against the receiving report, the original purchase order and requisition.

If there are any discrepancies, the Cherokee County Purchasing Agent or Department Head is notified and the discrepancies will be cleared before further processing takes place.

If all items are correct, the invoice, signed invoice, packing slip, purchase order and requisition are stapled together and the classification is checked.

Classifying an invoice is the process used to determine what department and/or general ledger account is to be charged with this disbursement.

Upon classification, invoices are posted to the appropriate accounts in the accounts payable portion of the general ledger.

The Cherokee County Accounts Payable Clerk then reviews and approves all invoices and a pre-disbursement listing is made for the Cherokee County Council's review. The Cherokee County Administrator also reviews and approves all invoices prior to Cherokee County Council's review.

Checks for the approved disbursements are then produced and are initialed by the Cherokee County Administrator and signed by the Cherokee County Treasurer.

In addition to the above, a listing of all checks written during the month that the Cherokee County Council does not pre-approve, showing check number, amount and explanation is given to each councilman at the next meeting.

PART 6 – EMERGENCY PURCHASING



Section 6-1: In General

An emergency purchase is authorized when interruption of a project or work occurs due to the need for an item or service and when such interruptions directly affects the efficient and orderly completion of that project or work, and when the use of normal purchasing procedures would cause an excessive delay in obtaining the needed item or service, or in accordance with Section 10-4. In such cases, the following procedure should be used.

- Step 1:** The Cherokee County Department Head, after determining through verbal correspondence with the Cherokee Accounts Payable Clerk. The Accounts Payable Clerk may request the Cherokee County Administrator's approval. If the needed item or service is not covered by a contract, the Department Head shall proceed to Step. 2
- Step 2:** Upon verbal approval of the Cherokee County Accounts Payable Clerk and/or Cherokee County Administrator, the Department Head shall immediately obtain a purchase order number from the Accounts Payable Clerk and refer this number to the vendor when placing the order.
- Step 3:** By the end of the next working day, the Cherokee County Department Head shall submit a requisition to the Accounts Payable Clerk, which shall list the items ordered, prices, and the assigned purchase order number, and marked "emergency purchase". The Department Head shall also submit to the Accounts Payable Clerk the signed copy of the invoice marked "emergency purchase".

Step 4: The requisition will be processed in the same manner as a normal purchase requisition, except that pricing and vendor selection functions usually carried out by the Cherokee County Purchasing Agent are eliminated.

Step 5: "Emergency Purchase" will be written on the assigned purchase order.

PART 7 – IN GENERAL

In general, all purchases of materials and services, whether regular or emergency, and which are covered by a contract, shall be made in accordance with the provisions of the contract procedures in Part 10 of this policy.

PART 8 – LOCAL VENDORS

Section 8-1: Procedures and Tie Bids

The following procedure is to be used in dealing with local vendors, compared to non-local vendors:

1. If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder.
2. If two or more local bidders share in a tie bid, all else being equal, the Cherokee County Purchasing Agent shall award the contract to one of the local bidders by drawing lots in public.
3. If local vendors are not involved in tie bid, the Cherokee County Purchasing Agent shall award the contract to one outside tie bidder by drawing lots.

Cherokee County Council, the Cherokee County Purchasing Agent, local bidders and vendors shall bear in mind, however, that to award a contract to a local vendor where he is not the lowest responsible bidder, or where price, quality and services are not equal, is to give preference to one minute segment of the citizenry against the best interest of the community as a whole.

PART 9 - SMALL PURCHASE PROCEDURE

Section 9-1: Procedure

This procedure is to be used for items whose cost is one hundred dollars (\$100.00) or less and which are needed by departments on short notice.

1. The Cherokee County Department Head will determine a need for the item(s).
2. He/she will then contact the Cherokee County Accounts Payable Clerk to obtain a purchase order to give to the vendor.
3. The Cherokee County Accounts Payable Clerk will give approval for the purchase and its charges.
4. The Cherokee County Department Head, after making the purchase, will return a copy of the invoice, and a delivery ticket to the Cherokee County Accounts Payable Clerk. These will then be attached to a completed purchase order and prepared for payment by the Accounts Payable Clerk.

PART 10 - SOURCE, SELECTION AND CONTRACT FORMATION

Section 10-1: Competitive Sealed Bidding

1. Conditions for Use. All procurement contracts of five thousand dollars (\$5,000.00) or more shall be awarded by competitive bidding except as otherwise provided in Parts 4 and 6 of this manual.
2. Invitation for Bids: An invitation for bids shall be in accordance with Section 4-6 and shall include specifications and all contractual terms and conditions applicable to the procurement.
3. Public Notice. Adequate public notice for bids shall be in accordance with Section 4-6 of this policy and shall set forth therein the specific date and time of public opening.
4. Bid Opening. Formal bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid and such other relevant information as the Cherokee County Purchasing Agent deems appropriate, together with the names of each bidder, shall be recorded and shall be open to public inspection.

5. **Bid Acceptance and Evaluation.** Bids shall be unconditionally accepted without alteration or correction, as authorized by Section 4-6 in this manual. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid and in accordance with Section 4-9, if appropriate.
6. **Award.** Contracts shall be awarded with reasonable promptness by written notice to the responding bidder, whose bid meets the requirements and criteria set forth in the Invitation to Bid and which is most advantageous to Cherokee County Council. In the event that all bids for a construction project exceeds available funds, as certified by the Cherokee County Council, and the low responsive and responsible bid does not exceed such funds by more than five percent, the Cherokee County Purchasing Agent and Cherokee County Administrator are jointly authorizing when time or economic conditions preclude resolicitation of work or a reduced scope, to negotiate an adjustment to the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds. Any such negotiated adjustment shall be based only upon eliminating independent deductive items specified in the Invitation to Bid. Cherokee County Council shall reserve the right to reject all bids.
7. **Multi-Step Sealed Bidding.** When it is considered impractical to initially prepare a purchase description to request bids based on price, and invitation for a bid may be issued, requesting the submission of unpriced offers to be followed by an Invitation for Bids, limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the request.
8. **Special Use of Sealed Bids.** Sealed bids may be required by the Cherokee County Purchasing Agent five thousand dollars (\$5,000.00) when it is felt to be in the best interest of Cherokee County Council.

Section 10-2: Competitive Sealed Proposals

When the Cherokee County Purchasing Agent or Cherokee County Council determines that the use of competitive sealed bidding is either not practical or not advantageous to Cherokee County Council, a contract may be entered into by the use of competitive sealed proposals. Proposals shall be solicited through a "Request for Proposals". Adequate public notice of the Request for Proposals shall be determined by the Cherokee County Purchasing Agent or Cherokee County Council.

No proposals shall be handled so as to permit disclosures of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiations. A register

of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the items offered.

The Request for Proposals shall state the relative importance of price and other evaluation factors. Discussion may be conducted with responsible offerors who submit proposals determined by the Cherokee County Purchasing Agent to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equitable treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission and prior to the award for the purpose of obtaining the best offers. In conducting the discussions, there shall be no disclosure of the identify to the competing offers or of any information derived from proposals submitted by competing offerors.

Awards shall be made to responsible offerors whose proposals are determined, in writing, to be the most advantageous to Cherokee County Council, taking into consideration the price and the evaluation factors set forth in the "Request for Proposals". No other factor or criteria

shall be used in the evaluation. The contract file shall contain written explanation of the basis on which the award is made.

Section 10-3: Sole Source Procurement

A contract may be awarded without competition when the Cherokee County Purchasing Agent determines, in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Cherokee County Purchasing Agent shall conduct negotiations as appropriate, concerning price, delivery and terms. A record of sole source procurement shall be maintained that lists each contractor's name, the amount and type of each contract, a listing of the items procured under the contract.

Section 10-4: Emergency Procurements by the Cherokee County Administrator

Notwithstanding any other provisions of this policy, the Cherokee County Administrator may authorize others to make emergency procurements of supplies, services or construction items when there exists an imminent threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practical under the circumstances. A written determination of the basis for the emergency and for the selection of a particular contractor shall be included in the contract file.

Section 10-5: Cancellation of Invitation for Bids or Request for Proposals

An invitation for bids, or a request for proposals, or other solicitations may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for a good cause or simply determined to be in the best interests of Cherokee County.

Section 10-6: Responsibility of Bidders or Offerors

If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of the non-responsibilities setting forth the basis of the findings shall be prepared by the Cherokee County Purchasing Agent. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry may be grounds for determination of non-responsibility with respect to such bidder or offeror.

PART 11 - ETHICS IN PUBLIC CONTRACTING - CHEROKEE COUNTY COUNCIL MEMBERS AND EMPLOYEES

Section 11-1: Conflict of Interest

It shall be unethical for any Cherokee County member or employee of Cherokee County Council to participate directly or indirectly in a procurement when the Cherokee County Council member or employee knows that:

- a. He or she or any member of his or her immediate family has a financial interest pertaining to the procurement; or
- b. Any person, business, or organization with whom he or she or any member of his or her immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Section 11-2: Financial Interest

No Cherokee County Council member shall have a financial interest in any contract or in the sale to Cherokee County Council or to a contractor supplying the County Council of any land or rights or interest in any land, material, supplies or services; except when a majority of the Cherokee County Council determines such exception is in the best interest of County Council, provided that no County Council member whose interest is involved shall vote on the question. Any willful violation of this section shall constitute malfeasance in office and any County Council member or employee found guilty thereof shall therefore forfeit his/her County Council office or position. Any violation of this section, with the knowledge express or implied of the person or corporation contracting with Cherokee County Council shall render the contract voidable by Cherokee County Council. In any event County Council shall comply with requirements of state ethics laws and regulations.

PART 12 – CHEROKEE COUNTY COUNCIL ADOPTION

Section 12-1: **BE IT ORDAINED BY CHEROKEE COUNTY COUNCIL**

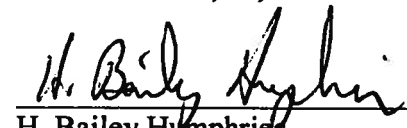
That this "Purchasing Policy and Procedures" system, as described in this document, is hereby created for the Cherokee County Council, Gaffney, South Carolina; and Cherokee Council's employees shall operate within the general authority created by this policy.

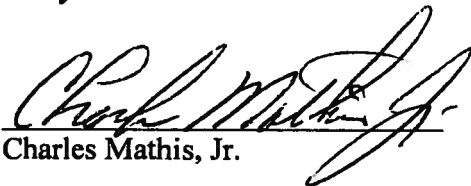
DONE IN REGULAR MEETING THIS 18th DAY OF July, 2005.



L. Hoke Parris, Chairman

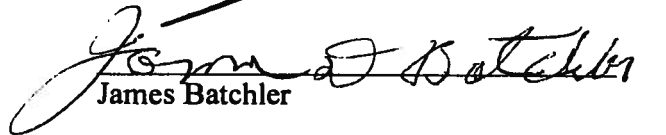

Rufus H. Foster, Jr., Vice-Chairman


Quay Little



H. Bailey Humphries

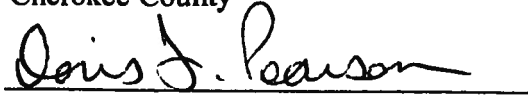

Charles Mathis, Jr.


Tim Spencer


James Batchler

ATTEST:


Ben L. Clary, Interim Administrator
Cherokee County


Doris F. Pearson
Clerk to Council

1st Reading - 06/27/05
2nd Reading - 07/05/05
3rd Reading - 07/18/05
Public Hearing - 07/18/05

ORDINANCE NO. 2008-01

**TO AMEND THE PURCHASING POLICY AND PROCEDURE
FOR CHEROKEE COUNTY**

WHEREAS, pursuant to § 4-9-25, *et. seq.*, of the South Carolina Code of Laws, all counties of the State, in addition to the powers conferred to their specific form of government, have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State.

WHEREAS, pursuant to § 4-9-160 of the South Carolina Code of Laws, each county council is required to provide a centralized purchasing system for procurement of goods and services required by the county government.

WHEREAS, in accordance with the laws of this State, Cherokee County Council previously adopted a Purchasing Policy and Procedure for the procurement of goods and services;

WHEREAS, Cherokee County is involved in local projects as well as projects involving state and federal funds from time to time. During such periods, having guidance from the state and/or federal procurement codes or policies may be determined to be in the best interests of Cherokee County. Cherokee County's current procurement policies and procedures do not address state and federal procurement codes or policies. Therefore, Cherokee County desires to amend its procurement policies and procedures to include guidance of the state and/or federal procurement codes and policies, from time to time, when deemed in the best interest of the County.

NOW, THEREFORE,

BE IT ORDAINED AND ADOPTED BY THE CHEROKEE COUNTY COUNCIL AT GAFFNEY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

1. The Cherokee County Purchasing Policy and Procedure shall be amended to include the following provision:

Cherokee County Council may elect to substitute the Cherokee County Procurement Policy with that of the South Carolina Consolidated Procurement Code or the Federal Procurement Policy when in the best in interest of Cherokee County. Approval of this substitution must

be approved by Cherokee County Council in the form of a written request from the department head prior to beginning the procurement process for required services or materials. The written request must justify the necessity of substituting the Cherokee County Procurement Code with that of the State or Federal Code.

ADOPTED this the 21st day of February, 2008.

CHEROKEE COUNTY COUNCIL

By: Hoke Parris
Hoke Parris - Chairman

Rufus H. Foster, Jr.
Rufus H. Foster, Jr. - Vice-Chairman

Quay Little
Quay Little

H. Bailey Humphries
H. Bailey Humphries

Charles Mathis, Jr.
Charles Mathis, Jr.

Tim Spencer
Tim Spencer

(Absent)
James D. Batchler

Attest:

Deirdre Pearson
Clerk

1st Reading: 1/22/08
2nd Reading: 2/04/08
Public Hearing: 2/21/08
3rd Reading: 2/21/08