



CHEROKEE COUNTY, SOUTH CAROLINA
Procurement Policy & Procedures

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I. GENERAL PROVISIONS

PURPOSE:

The purpose of this manual is to provide for the fair and equitable treatment of all activities involved in public purchasing by the County, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity. These purchasing guidelines have been established to ensure compliance with state and local laws regarding the manner in which the County procures its supplies, services and other products for use.

This manual shall provide, but will not be limited to, the following:

- a. To consolidate, clarify, and streamline procurement by the County;
- b. To provide adequate procurement oversight by Council and Administration;
- c. To require the adoption of competitive procurement practices by all departments of the County;
- d. To promote increased public confidence in the procedures followed in public procurement;
- e. To ensure the fair and equitable treatment of all persons who deal with the procurement system;
- f. To provide increased efficiency in procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds;
- 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 staff and various County departments with oversight of the County Administrator; and
- i. To develop procurement capability responsive to appropriate user needs.

Interpretation of this policy shall be the responsibility of the Cherokee County Council and its County Administrator.

APPLICATION:

These procedures shall apply to all expenditure of public funds by the Cherokee County Council for public purchasing, irrespective of the source of funding. When procurement involves the expenditure 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 those circumstances.

PUBLIC ACCESS:

Procurement information shall be a public record to the extent required by S.C. Code Ann. 30-4-10 et seq. (The Freedom of Information Act). Commercial or financial information obtained in response to a “request for proposals” which is a privileged and confidential is exempt from disclosure and need not be disclosed. Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information or constitute an unreasonable invasion of privacy. Examples of this type information include, but are not limited to:

- a. Customer lists;
- b. Design recommendations and identification of prospective problem areas under an RFP;
- c. Design concepts, including methods and procedures;
- d. Biographical data on key employees of the bidder;
- e. Evaluative documents pre-decisional in nature sure as inter- or intra-agency memoranda containing technical evaluations and recommendations.
- f. Items marked as proprietary by a bidder under an RFP and not subject to the public access under any other provisions.

II. PURCHASING AUTHORITY AND DUTIES

The County's 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. The Purchasing Agent possesses the responsibility and authority to monitor and enforce

the procurement policies of the County, in conjunction with the County Administrator.

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

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

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. Violation of these policies can result in suspension or termination of purchasing privileges and/or disciplinary action in accordance with County Personnel Policy. In addition, purchases in violation of this policy may create financial liability on the part of the employee violating the policy.

The Cherokee County Purchasing Agent and their designee shall not accept requisitions or issue any purchase orders except as they obligate Cherokee County Council to the extent allowed in the aggregate budget, unless otherwise approved by administration.

III. REQUIREMENTS

Cherokee County department heads are authorized to expend County funds only for budgeted items as authorized by the annual budget. All price limits are to be viewed as total price to include all applicable taxes, fees, shipping/handling, etc.

Department heads may temporarily delegate this purchasing authority to a designee.

All County employees shall ensure that they make fiscally responsible purchases and that those purchases are only shipped to County offices.

Purchases are not to be shipped to home addresses or non-County office addresses.

All County employees are encouraged to utilize Cherokee County vendors on purchases in which local prices are competitive.

Purchases under \$2,500 (Minimal Range):

Purchases \$0.00 - \$2,499.99 require the issuance of a purchase order to be authorized by the Cherokee County Purchasing Agent.

- Requisitions/purchase orders are required on all purchases of items in this range, budgeted or non-budgeted (see emergency).
- Approval by the department head or their designee is required.
- No written or verbal bids are required for purchases under \$2,500.
- Detailed, itemized invoices are required and must be approved by the department head or their designee.

Purchases \$2,500 and less than \$5,000 (Routine Range 1):

Purchases \$2,500 - \$4999.99 require the issuance of a purchase order to be authorized by the Cherokee County Purchasing Agent.

- Requisitions/purchase orders are required on all purchases of items in this range, budgeted or non-budgeted (see emergency).
- Documentation of **two (2)** written quotes/bids and supporting documentation is required for purchases in this range. Prices/bids may be provided to the County via letter, fax, email, or website. All supporting documentation of prices from at least two vendors must be attached to the purchase requisition.
- Approval by the department head is required.
- Detailed, itemized invoices are required and must be approved by the department head.

Purchases \$5,000 and less than \$35,000 (Routine Range 2):

Purchases \$5,000 - \$34,999.99 require the issuance of a purchase order to be authorized by the Cherokee County Purchasing Agent.

- Requisitions/purchase orders are required on all purchases of items in this range, budgeted or non-budgeted (see emergency).
- Documentation of **three (3)** written quotes/bids and supporting documentation is required for purchases in this range. Prices/bids may be provided to the County via letter, fax, email, or website. All supporting documentation of prices from at least three vendors must be attached to the purchase requisition.
- Bid Award for purchases in this range: The requesting department will submit all documentation to the County Purchasing Agent. The County Purchasing Agent will present the documentation to the County Administrator for approval to award the purchase to the lowest responsible bidder.
- If a department is unable to obtain prices from at least three vendors, a detailed memo signed by the department head as to the reason must be attached to the purchase requisition.
- Approval by the department head is required.
- Approval by the County Administrator is required.
- Detailed, itemized invoices are required and must be approved by the department head.

Purchases \$35,000 or greater (Formal Range):

Formal Written Requests for Proposals (RFPs) and/ or bid specification documents must be prepared.

RFPs will be made available electronically to vendors. Every effort will be made to obtain bids/proposals from at least three vendors.

All purchases where the cost is in the Formal Range shall be posted on the County's Website at least ten (10) business days prior to the date established for opening of bids or proposals; provided. Additionally, the County will utilize the services of South Carolina Business Opportunities (SCBO) Notices online, in an effort to reach

the largest possible audience of potential bidders. The website notice shall include a general description of the materials, equipment, or services to be purchased, how bid forms and specifications may be obtained, and the time and the place for the bid opening. A pre-bid meeting may be held to clarify information or ask questions concerning the solicitation. Attendance at the pre-bid meeting may or may not be mandatory. When mandatory attendance is required, only bids from those attending will be accepted.

Sealed Bidding will be required. Bids/proposals shall be delivered/submitted as specified in the invitation for bid, securely sealed in a package and shall be identified on the package in accordance with bid instructions. Bids/proposals not properly sealed and identified shall not be considered and will be returned to the bidder. Bids/proposals shall be opened in public at the time and place stated in the public notices. The amount of each bid/proposal and other relevant information as may be specified, together with the name of each bidder, shall be tabulated. A tabulation of all bids/proposals received shall be available for public inspection. Emailed or faxed bids will not be accepted.

APPROVAL OF COUNTY COUNCIL

The County Council must approve all purchases in the Formal Range.

IV. BID SPECIFICATIONS

The County Administrator shall have the authority to reject any or all bids/proposals for any supplies, materials, equipment or contractual services, to waive technicalities, and to make an award in the best interest of the County within the limits defined by this policy. All contracts for County improvements, material, equipment or services shall be awarded to the lowest responsible bidder; provided, however, in the case of professional services or consultants, this section shall not apply. In determining “lowest responsible bidder”, the County Administrator will consider, in addition to price, the ability, capacity, skill, and financial resources of the bidder to perform the contract or provide services. Additionally, whether the bidder can perform the contract or provide the services promptly without delay, the character, integrity, reputation, judgment, experiences, and efficiency of the bidder, the quality of performance, availability and adaptability of the supplies or service to the use required will also be considered. Furthermore, the ability of the bidder to provide maintenance, parts, and service, the quality and suitability of a product

based on past performance, and the ability, capacity and skill of the vendor to train personnel may be factors in awarding the contract to a bidder.

When County staff does not recommend award to the lowest bidder in Routine and Formal ranges, a full and complete statement of the reason for placing the order elsewhere shall be prepared by staff and provided to the Purchasing Agent.

The County shall not accept the bid/proposal from a vendor or contractor who is delinquent in the payment of taxes or other monies due the County. Corrections or withdrawal of inadvertently erroneous bids/proposals before bid opening, withdrawal of erroneous bids after award, or cancellation of awards or contracts based on such bid mistakes may be permitted by the County Administrator where appropriate. Any bidder may, by requesting in writing, withdraw his or her bid/proposal for any reason prior to the scheduled bid opening.

After bid/proposal opening, no changes in prices or other provision of bids prejudicial to the interest of the County or fair competition shall be permitted.

All suppliers solicited shall be afforded complete, unbiased information as to the description or requirements of the goods and services including any special conditions of the expected procurement.

An invitation for bids, 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 interest of Cherokee County.

V. OTHER PROCUREMENT ISSUES

Vendors

The Cherokee County Purchasing Agent may place any vendor who fails to satisfactorily meet any terms or agreements on contracts made with the Cherokee County Council on probation for one (1) year. This probation is subject to the right of appeal directly to the Cherokee County Council.

Should a vendor be unable or unwilling for any reason to meet the terms of an open contract, the Cherokee County Purchasing Agent 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.

Insurance Requirements for Vendors

All on-site Contractors who perform work on Cherokee County Property and the premises of Special Tax Districts utilizing County collected funding, are required to carry Workers Compensation Insurance Coverage.

Proof of insurance (certificates) must be on file before a Purchase Order can be issued or work begun. Any exceptions to this requirement must be approved by the County Administrator. The requirements are as follows:

Workers Comp = Statutory Limits

Employers Liability:	\$100,000 minimum
General Liability:	\$1,000,000 minimum
Auto Liability:	\$1,000,000 minimum

If selling products or a building project the general liability must include Products and Completed Operations coverage. For high-risk jobs (i.e. asbestos removal) a higher limit may be required. For businesses not required by law to obtain Worker's Compensation Insurance, the cost of WC coverage on the part of Cherokee County may be factored into the bid/quoted price.

Bonding

Bid bonds - When deemed to be in the best interest of the County, the County Administrator may require bid bonds to be submitted by vendors as part of the bidding documents. Bid bonds shall be returned to any unsuccessful bidder and the successful bidder upon execution of a contract. A successful bidder shall forfeit any bid bond upon failure to enter into a contract within ten (10) days after award, provided, however, that the County, in its uncontrolled discretion, may waive this forfeiture. The bid security should be in an amount equal to at least 5% of the amount of the bid at minimum. When the invitation for bids requires security, noncompliant requesters will be notified that their bid will be rejected.

Performance and Payment bonds - For all construction, that meets the formal bid requirements, and whenever it is deemed to be in the best interest of the County, the County Administrator may require a performance and/or payment bond for the

full amount of the contract from the successful bidder. Performance and/or payment bonds will be deposited by the Cherokee County Treasurer and held for the duration of the contract. Failure on the part of the contractor to complete the contract would result in forfeiture of performance bond. The performance bond shall be released upon completion of contract, provided performance is satisfactory to the County Administrator in accordance with the specification and terms of the contract. Proof of the performance and/or payment bond must be submitted to the Purchasing Officer before the contract is finalized.

Contracts

- *Specific Period.* A contract for supplies and services may be entered into for a period of time not to exceed five (5) years. The term of the contract may be extended if conditions of renewal or extension are included in the solicitation. Funds must be available for the first fiscal year at the time of contracting, and thereafter.
- *Multi-term Contract.* A multi-term contract exceeding five (5) years is appropriate when it is in the best interest of the County to obtain uninterrupted services. It is appropriate where the performance of such services involves high start-up costs, or when a changeover of service contracts involves high phase in/phase out costs during a transition period.
- *Lease purchase agreements.* Lease purchase agreements for personal property may be entered into for a specific term.
- *Cancellation due to non-appropriation of funds.* All multi-year contracts shall contain a clause stating that when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled.

VI. Vendor/Manufacturer Rebates

Rebate is defined as a return of all or part of an amount given in payment for a product, whether in the form of money, “free” merchandise, or future benefits based on purchases made. Examples of rebates include but are not limited to cash, credit

toward future purchases, free goods (including food and beverages) and coupons. Rebates include, but are not limited to, store and/or company rebate programs. These programs include hotel, grocery, or airline points systems for illustrative purposes. Cherokee County views these programs, and their corresponding points (regardless of the denomination system), as property of Cherokee County. Therefore, the points may only be used for official Cherokee County purposes. Employees are strictly prohibited from attaching personal reward account numbers to travel or any other purchases paid for in whole or part by Cherokee County.

For the purpose of this policy, rebates associated with County purchases in the form of points, money or property are considered items of value that individuals may not personally acquire as a result of their position.

Employees should exercise significant caution with the acquisition of “free” merchandise (for example a tote bag) that is a part of a legitimate purchase that utilizes Cherokee County funding. The employee and/or department that acquires these “free” items must utilize the merchandise in the furtherance of Cherokee County. Additionally, the department is responsible for the continued tracking of these items and must have the ability to demonstrate the location of the items and/or that they have been disposed of in accordance with Cherokee County policy.

If a County related purchase qualifies for a rebate the instructions on the rebate form must be followed including any legal requirements as follows:

Process:

1. Rebate checks should be made payable to Cherokee County. In no instance shall the rebate check be made payable to an individual. Rebate checks or reimbursements will be deposited by the Treasurer’s office back into the account and line item account from which the original purchase was made.
2. Rebates or free items in the form of certificates, merchandise, or gift cards shall be returned to the Cherokee County Treasurer’s office. These items will be deposited or held for future use by Cherokee County. Department heads are responsible for assuring that a procedure is in place to account for rebates and free items in this form.
3. Rebate and free item documentation must be kept with the originating purchase documents showing the disposition of rebates items back to the County.

Items purchased for and utilizing funds of Cherokee County must be purchased using account numbers and information solely for Cherokee County. Employees may not use their own account information (i.e. Amazon) when purchasing items for Cherokee County. Additionally, items purchased for and utilizing funds of Cherokee County, if delivered, must be delivered to a Cherokee County office. Employees are specifically prohibited from having Cherokee County items delivered to their homes or other non- governmental locations.

VII. EXEMPTIONS

Procurement obtained under any of the following methods are exempt from the Routine/Formal bid procedures listed in this policy:

- a. Sole Source Procurement;
- b. Emergency Purchases;
- c. Existing bid or contract – acquisition of supplies, services, and/or construction previously contracted for.
- d. When it is to the advantage of Cherokee County 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.) with written Administration approval;
- e. Equipment Maintenance or service contracts which are made with the manufacturer or authorized service/agent;
- f. State of South Carolina contracts;
- g. GSA or other Federal contracts;
- h. Supplies and other services procured from another governmental agency;
- i. Cooperative purchases;
- j. Published books, maps, periodicals, technical pamphlets and other such materials
- k. Membership Fees, Registration Fees, Training and Dues;
- l. Postage;
- m. Real property;
- n. Utilities;
- o. Professional services such as legal, audit, medical, veterinary services, engineers, land surveyors and architects.

Although the items listed in this section are exempt from the normal procurement procedures of this policy, every effort should be made to ensure that the procurement made and/or contract negotiated is cost effective and is in the best interest of the County.

Sole Source Purchases

Sole source purchases are not to be utilized exclusively for the speed of the transaction. They are to be used when only one responsible bidder can provide the goods or services that are being sought. Department heads are required to submit a Justification for Sole Source form to the Purchasing Agent for all ranges, accompanied by a written explanation as to why no other vendor is suitable or acceptable to meet the stated need. The Purchasing Agent will not issue purchase orders on sole source purchases without required documentation attached. Acceptable justification for a sole source purchase includes but is not limited to situations such as: the item is only available from one source within a reasonable geographic area, the item is protected by copyright/patent, or a court or federal/state entity has specified the source. The Cherokee County Purchasing Agent shall conduct negotiations as appropriate, concerning price, delivery and terms. A record of sole source procurement shall be maintained by the Purchasing Agent that lists each contractor's name, the amount and type of each contract, a listing of the items procured under the contract.

Emergency Purchases

Ample opportunity for competitive bidding will be given in accordance with the above details of this purchasing manual and per the Code of Ordinances of Cherokee County. However, in the event of an emergency affecting the public welfare, health, or safety, the purchasing provisions of this manual may be waived when, in the judgment of the County Administrator, such an emergency exists, the purchase of necessary items may be made as follows:

Upon the County Administrator's declaration of an emergency, the department head should determine vendors having needed items and obtain price quotes if possible. If time and the situation allow, the department head will prepare a requisition; if time or the situation does not permit, the department head may file the required requisition after the crisis is over. All emergency purchases should be documented with a completed Justification of Emergency Procurement form and submitted to the County Purchasing Agent. Administrative approval is required.

A full report of the circumstances of an emergency purchase shall be filed by the department head and presented to the County Administrator after the crisis is over. Additionally, 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 affect 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 item or service needed.

State Contracts and Cooperative Purchasing (“Piggy Backing”)

When it is advantageous to procure materials, supplies, and/or equipment through the purchase contracts of the State of South Carolina, such shall be considered as having satisfied the bidding procedures outlined herein. The contract number assigned by the South Carolina or Federal Procurement entity **shall be provided by the vendor on the quote** and noted on the requisition.

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 interest of Cherokee County. Approval of the substitution must be made by Cherokee County Council in the form of a written request from the County Administrator prior to beginning the procurement process for required services or materials. The written request must justify the necessity of substituting the Cherokee County Procurement Policy with that of the State or Federal Code.

In purchases in the formal range, the County also shall be authorized to utilize a recent formal bid solicitation from another South Carolina local government. Such purchases shall not require the formality of publication and receipt of competitive bids; however, such purchases require documentation and approval of County Council.

SC Statewide Contracts may be found at:

www.procurement.sc.gov/contracts

Recurring Purchases

Requisition/purchase orders are not required for recurring purchases.

Recurring purchases are defined as pre-determined, regularly occurring, predictable, essential and repetitive expenses that arise out of the general course

and scope of conducting business. Examples include utilities, copier maintenance, mobile telephone, ongoing service contracts, licensing fees, rental fees, fuel, etc. Contracts for new recurring services, or renewals of these services, must be approved by the County Administrator.

Professional Services:

For the purpose of procuring “professional services” such as legal, audit, medical, engineers, consultants, court reporters, land surveyors and architects or other “professional services” as defined below, the request for qualifications (RFQ) process shall be utilized.

Definition. “Professional services” shall be defined as those services which involve extended analysis, the exercise of discretion and independent judgement in their performance, and an advanced, specialized type of knowledge, expertise, or training customarily acquired either by a prolonged course of study or equivalent experience in the field.

Request For Qualifications (RFQ)

The RFQ process will be as follows:

1. The County will solicit RFQs via the Formal Bidding process as outlined for Formal Range purchases.
2. The review committee; consisting of the County Administrator and appropriate personnel as selected by the County Administrator will select the most qualified firm based on non-monetary criteria (i.e. experience performing similar projects, reputation, training, resources of the firm that can be dedicated to the project, etc.) and rank each additional firm in order of qualification.
3. Only after the selection of the most qualified has been completed will the review committee begin to discuss price.
4. If a mutually agreeable price can be reached then the most qualified firm will be presented to County Council for approval. If a mutually agreeable price cannot be reached then the second most qualified firm will be engaged to negotiate the price of the service. This process will be repeated with the

firms until a mutually agreeable price is reached. After the selection process is complete multiple-year contracts are permissible; however, the continuation with the selected firm has to be continually balanced against the County's desire to have open competition for the services received.

VIII. Procurement Responsibility

Department heads shall ensure that prices are competitive. The Purchasing Agent will assist departments in conforming to the purchasing policy.

It will be the responsibility of the department head to ensure compliance with the purchasing policy or guidelines on all purchases made by their departments. Failure to do so may result in the denial of the purchase and/or disciplinary action. The Purchasing Agent will monitor all departments' compliance with the purchasing policy and report issues to the County Administrator.

Discrimination Prohibited

In the solicitation of bids or contracts, Cherokee County shall not discriminate because of race, religion, color, sex or national origin of the bidder or offeror.

Change Orders

The Purchasing Agent shall have the authority to approve all change orders and contract modifications in the Minimal and Routine range as long as the cumulative total contract does not exceed this range and the total does not exceed the budget approved by County Council.

The County Administrator shall have the authority to approve all change orders and contract modifications provided that the amended cumulative total contract does not exceed the budget approved by County Council.

Blanket Purchase Orders

Blanket Purchase Order: A purchase order method used as a means to set aside a budgeted sum of money to a specific vendor for a range of services and non-specific consumable supplies. Blanket Purchase Orders are fully funded (encumbered) in advance.

The range of services and supplies covered by the blanket purchase order should be defined as narrowly as possible. Blanket purchase orders have a maximum duration

of one year and, regardless of the date of initiation, will expire at the end of the fiscal year in which they were initiated. No single purchase using a blanket purchase order may exceed the amount specified in the Minimal Range.

Blanket purchase orders are not, in general, appropriate in most situations. Requests for Blanket purchase orders are subject to review by the Purchasing Agent to determine if a standard purchase order is more appropriate. A blanket purchase order requisition must be accompanied by a completed Blanket Purchase Order Agreement.

Blanket purchase orders are established with a maximum commitment dollar value. Requests for modification of this amount must be made in writing. Requests for increases will be reviewed by the Purchasing Agent as appropriate to ensure that funds are available before approval for the increase will be given.

Timing of Purchases

Large purchases that can be broken up into multiple purchases throughout the year, for example multiple vehicles or other items that are not interdependent, may follow the bidding requirements for the price range of a single item with the approval of the County Administrator.

Unusual Circumstances

The intent of the policy will be that the outlined procedures be followed; however, this policy also acknowledges that there are unique circumstances that may make a literal interpretation of this policy impractical. Due to the unique circumstances which may arise, that do not clearly fit into one of the categories outlined in this policy, the County Administrator will use his discretion in determining the appropriate solicitation requirements that are applicable in these circumstances.

Purchasing Process

For Departments making a purchase in the Routine Range, they should obtain quotes and submit them to the Purchasing Agent via the Requisition process. For Departments making a purchase in the Formal Range, the Purchasing Agent, or the County Administrator's appointee, will be in charge of the sealed bid procedure. The Departments should work with the Purchasing Agent to assist in providing any information needed to complete the process.

Any questions or requests for exemptions should go through the Purchasing Agent first, who will assist in answering any questions and bring any items for approval to the County Administrator.

Disposition of Property

The sale or disposition of real property shall be approved by the County Council.

IX. Administrative Procedures

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 a rearrangement would be in the case of an "Emergency Purchase".

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 or their designees will secure quotes in accordance with the procedures established in this policy statement and will submit a requisition form.
- Step 2. The Cherokee County Administrator and/or the Cherokee County Purchasing Agent will approve the issuance of a purchase order in accordance with the appropriate section of the purchasing policy.
- Step 3: The approved purchase order will be forwarded to the Department Head by the Purchasing Agent.
- Step 4: The Department Head, or their designee, will then forward a copy of the Purchase Order to the Vendor with the approved information regarding the purchase.
- Step 5: When items or services are received and invoiced, the Department Head shall verify the purchase in accordance with the appropriate section of the purchasing policy and forward to the Accounts Payable Clerk.

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

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

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

After classification review, invoices are posted to the appropriate account(s) in the accounts payable portion of the general ledger.

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

Checks for the approved disbursements are then produced 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. These payments would include amounts paid to avoid late payment fees or service termination or to secure discounts, such as utility services.

Procedures for Tie Bids

The following procedure is to be used in dealing with tie bids:

- The tie bids will be evaluated by Administration, utilizing the following criteria:
 - Quality
 - Expertise
 - Technical Competence
 - Past Performance (If applicable.)
 - Methodology and Approach

- Risk Management
- Financial Stability

Central Services

The County maintains in Central Services a supply of frequently requested items. The items are primarily office supplies that are available by completing a Central Service Stores Item Request to facilitate the chargeback. The items are purchased in quantity and inventoried in the Finance area at the Administration Building. This service provides quick, price effective access to items for Cherokee County departments without having to follow the procurement/purchasing processes herein. This is the preferred option for Department Heads to utilize for acquiring the items available. The Cherokee County Purchasing Agent is authorized to add items to the inventory as it is determined that the usage justifies the cost of maintaining the items.

X. Ethics

Cherokee County employees or elected officials may not subvert the public purchasing process by directing County purchases to certain favored vendors, or to tamper with the competitive bidding or purchasing process for any reason including but not limited to rebates, kickbacks, family, friendship or gratuities.

No department will be permitted to break down purchases of supplies, materials, services, vehicles, machinery, equipment, appliances, apparatus, construction, repair and maintenance or other items for the purpose of avoiding the procedural requirements that would have applied had the items been appropriately grouped together and purchased at the same time.

No County employee or official, elected or appointed, shall knowingly provide false or misleading information to any vendor or bidder wishing to do business with the County. The purchasing process, including the sale of surplus property, shall be open to prospective bidders or suppliers, and all parties shall have equal access to pertinent information. Any information or statistics accumulated during the course of a bid process, including the value submitted, number of bids received, or the identity of the parties from whom bids have been received is considered confidential information. This information will not be disclosed until the time of bid opening due to the fact that disclosure of such information could result in a

competitive advantage to one or more vendors or bidders and would not be in the best interest of the County.

No County employee or elected official may use their public position or office to obtain financial gain or anything of substantial value for personal benefit, or to benefit an organization, family member or other person with which they are personally associated. Violation of this policy will lead to disciplinary action, up to and including discharge per the County's Disciplinary Policies.

In addition, the County also requires ethical conduct from those with whom the County does business. Any effort by a vendor or bidder to influence an employee to violate the statement of ethics, as described above, will be considered grounds to dismiss or reject any current or future bids from that vendor as both an individual and corporation.

Financial Interest

No Cherokee County Council member shall have a financial interest in any contract, or in the sale to Cherokee County, or to a contractor supplying the County 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, 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 violations of this section, with the knowledge expressed or implied, of the person or corporation contracting with Cherokee County shall render the contract voidable by Cherokee County Council. In any event County Council shall comply with requirements of state ethics laws and regulations.

XI. DEFINITIONS:

Construction - The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

Contract – All types of county agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Contract modification (bilateral change) – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor – Any person or business having a contract with Cherokee County.

Cooperative purchasing – Procurement conducted by, or on behalf of, more than one public unit.

Data – Recorded information, regardless of form or characteristic.

Days – Calendar days.

Designee – A duly authorized representative of a person with formal responsibilities under this division.

Employee – Any individual employed by and representing Cherokee County.

Excess Supplies – Any supplies other than expendable supplies having a remaining useful life but which are no longer require by the Using Agency in possession of the supplies.

Expendable Supplies – All tangible supplies other than nonexpendable supplies.

Gift – Anything of value, including entertainment, food, beverage, travel, and lodging given or paid to a public official, public member, or public employee to the extent that consideration of equal or greater value is not received. A gift includes a rebate

or discount on the price of anything of value unless it is made in the ordinary course of business without regard to that person's status. A gift does not include campaign contributions accepted pursuant to S.C. Code 1976, 8-13-100 et. seq., as amended.

Governmental body – Cherokee County or any department or agency of this county with which a public official, public member, or public employee is associated or employed.

Individual – One human being.

Invitation for bids – A written or published solicitation issued by an authorized procurement officer for bids to contract for the procurement or disposal of stated supplies, services, or construction, which will ordinarily result in award of the contract to the responsible bidder making the lowest responsive bid.

Leasing – A lease/purchase financing arrangement is a contract by which one party conveys property to another for a period of time in exchange for the payment of interest and a portion of principal on the purchase price of the property.

May – Denotes the permissive.

Personal property – All supplies not considered as real property.

Public employee – A person employed by the state, a county, a municipality, or a political subdivision thereof.

Public member – An individual appointed to a non-compensated part-time position on a board commission, or council. A public member does not lose this status by receiving reimbursement of expenses or a per diem payment for services.

Public official – An elected or appointed official of the state, a county, a municipality, or a political subdivision thereof, including candidates for the office. "Public official" does not mean a member of the judiciary except that for the purpose of campaign practices, campaign disclosure, and disclosure of economic interest, a probate judge is considered a public official and must meet the requirement of this chapter.

Procurement – The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to

the obtaining of any supply, service, or construction, including description of requirements, selection, and solicitation of sources, preparation and award of contracts, and all phases of contract administration.

Public agency – A public entity subject to or created by the county.

Real property – Any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.

Regulation – A statement having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements, which has been promulgated in accordance with existing procedures.

Request for proposals (RFP) – A written or published solicitation issued by an authorized procurement officer for proposals to provide supplies or services, which ordinarily result in the award of the contract to the responsible bidder making the proposal determined to be the most advantageous to the county. The award of the contract must be made on the basis of evaluation factors which must be stated in the RFP, and must include, but not be controlled alone by, the factor of price proposed to be charged.

Responsible bidder – A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive bidder – A person who has submitted a bid which conforms in all respects to the requirements set forth in the invitation for bids.

Service(s) – The furnishing of labor, time, or effort by a contractor not required to deliver specific end product, other than reports which are merely incidental to required performance. This term does not include employment agreements.

Shall – Denotes the imperative.

Small business – A business which is independently owned, and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field of operation.

Subcontractor – Any person having a contract to perform work or render services to a prime contractor as a part of the prime contractor's agreement with the county.

Specification – Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Supplies – All personal property, including but not limited to equipment, materials, printing, insurance, and easements of real property, excluding real property or an interest in real property.

Surplus supplies – Any supplies other than expendable supplies no longer having any use to the county. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

Using agency – Any department, commission, board, or public agency of this county requiring supplies, services, or construction procured under this division.