



Business Services  
Purchasing Services Division  
Procurement Policy Manual  
Rev. July 2023

This procurement policy manual has been fully adopted by the  
Chief Procurement Official of the County.

*Rebecca M. Dantzler*

Purchasing Services Manager

# Dorchester County

## Purchasing Services Division

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### OUR VISION

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The Purchasing Services Division shall lead Dorchester County in safeguarding an ethical and professional public procurement process that contributes to an environment in which County residents and businesses can prosper and grow together.

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### OUR DUAL MISSION

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The Purchasing Services Division shall enable Dorchester County departments to acquire the services and supplies needed to provide quality services to residents of Dorchester County, while striving to exhibit high standards of professionalism, service, and ethics to our internal and external clients.

The Purchasing Services Division shall preserve, maintain, and provide ready access to public records in an efficient, transparent, and timely manner in conformance with all State laws and County policies.

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### OUR VALUES

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#### **Accountability**

Taking ownership and being responsible to our clients and other stakeholders for our actions to provide a means for engagement, continuous development and success of both individuals and agencies.

#### **Ethics**

Acting in a manner true to these values to preserve the client's trust with thoughtful, collaborative decision-making and actions that align with the goals, success, and ideals of our agency, and ensures fairness for the public good.

#### **Impartiality and Objectivity**

Ensuring conscious acceptance of diverse members, ideas and solutions that demonstrate innovation and socially and ethically responsible advancement of public procurement education and best practices.

#### **Professionalism**

Upholding high standards of performance and ethical behavior to balance diverse member engagement, needs and interests.

#### **Service**

Obligation to assist clients and stakeholders to support the profession and its members, through collaborating and educating to improve government procurement methods.

#### **Transparency**

Easily accessible and understandable information, policies, and processes to demonstrate responsible commitment to moving the profession forward.

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# Article 1 - Purpose

*To align with best practices in public procurement*

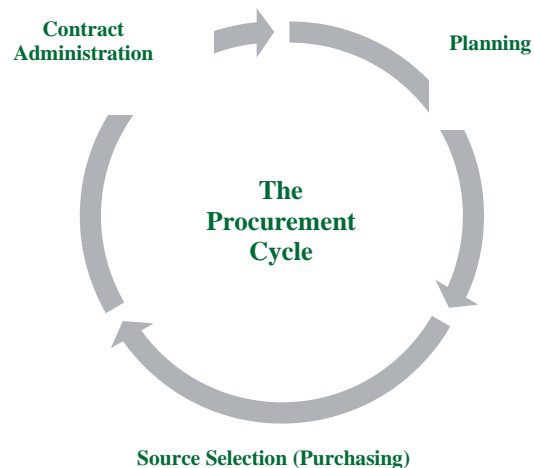
NIGP: The Institute for Public Procurement recommends as a best practice the development of “a comprehensive policy manual that clearly defines authority, responsibility, and establishes guidelines for the organization and the procurement professional to follow when carrying out their responsibilities.”

At Dorchester County, while procurement functions are considered to be centralized, County departments also control some aspects of their procurement processes, and even in some cases employ dedicated procurement staff. However, the majority of procurement processes are managed by a centralized Purchasing Services Division in the Department of Business Services.

This procurement policy manual will standardize the County’s centralized and decentralized procurement processes, which will be impactful for stakeholders across the organization, particularly procurement staff.

The overall purpose of the County’s procurement policy manual is to:

1. Establish the legal authority of the procurement function within the organization.
2. Simplify, clarify, and reflect the internal and external rules and regulations governing procurement.
3. Enable uniform procurement policies throughout the organization.
4. Build stakeholder confidence in our procurement process.
5. Ensure the fair and equitable treatment of everyone who deals with the procurement system.
6. Provide for increased efficiency, economy, and flexibility in public procurement activities and maximize to the fullest extent the purchasing power of the County.
7. Foster effective broad-based competition from all segments of the supplier community
8. Safeguard the integrity of the procurement system and protect against corruption, waste, fraud, and abuse.
9. Ensure appropriate public access to contracting information.
10. Foster equal employment opportunities that  
are in line with legal requirements, in the policies and practices of suppliers and subcontractors wishing to do business with the entity.



## 1.1 - The Procurement Cycle

The Purchasing Services Division is more than just purchasing. Purchasing is only one of the three phases of the procurement process: planning, source selection (purchasing), and contract administration. *Planning* is preparing procurement processes to meet program and budgetary objectives. *Source selection* (purchasing) is the process through which solicitations are issued, advertisements run, vendors selected, and goods or services are received.

*Contract administration* is the process by which the terms of the purchase agreement are enforced, and the bills are paid. These functions together form the procurement process. The Purchasing Services Division, and by extension, procurement staff embedded within departments, serve the County by managing, in some capacity, all three of these phases.

# Article 2 – Organization & Professional Development

## 2.1 – Purchasing Services Manager

*Except as otherwise provided in this article, the authority relating to the procurement of supplies, services, and construction is hereby vested in the purchasing services manager of this county... DCRO §2-531(a)*

Currently, the Purchasing Services Division is organized under a **Purchasing Services Manager**. The Purchasing Services Manager functions as the principal procurement official for the County:

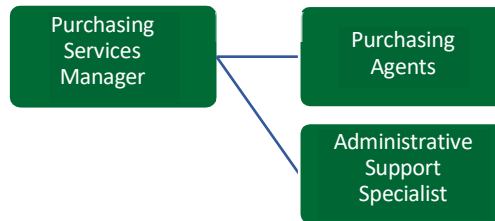
*The purchasing services manager shall serve as the principal public procurement official of the county, and shall be responsible for the procurement of supplies, services, and construction in accordance with this article, as well as the management and disposal of supplies.*

*The purchasing services manager shall organize and execute all purchasing activities for the county... He shall award contracts and purchases within the confines of this article and ensure compliance with local, state, and federal guidelines. The purchasing services manager shall be responsible for developing a competent staff and establishing and maintaining an effective professional working relationship between all purchasing personnel and suppliers, department heads, contractors, and other governmental units and the public... – DCRO §2-531(d)-(e)*

In order to facilitate the procurement process on an organizational level, the Purchasing Services Manager employs and directly supervises professional staff who have been delegated portions of the Purchasing Services Manager’s authority.

## 2.2 - Designees/Delegated Authority

**Purchasing Agent:** Purchasing Agents have delegated authority from the Purchasing Services Manager to purchase goods and services via the Request for Quotes, Request for Proposals, and Invitation for Bids processes, as assigned by



the Purchasing Services Manager. Purchasing Agents also directly and finally approve requisitions up to \$5,000 or “Small Purchases” as defined in DCRO §2-542(c).

**Administrative Support Specialist:** The Purchasing Administrative Support Specialist has delegated authority from the Purchasing Services Manager in areas including records management, contract administration, and vehicle title/registration management, and lends support to the Division in many other ways.



## 2.3 - Departmental Procurement Staff

Departments, particularly larger departments, may employ procurement staff within their business units to help coordinate their internal procurement processes with the Purchasing Services Division. Formal titles of procurement staff within these departments may include:

**Finance Manager/Supervisor**  
**Administrative Services Manager**  
**Office Manager**  
**Procurement/Purchasing Assistant**

These staff may serve many different roles within their respective departments, but among those many duties, they may also coordinate the replenishment and procurement of equipment, inventory, and services for their department. In some cases, they may be informally termed as “buyers.”

### Other Procurement Staff

Often, departments may delegate some procurement authority to other staff, such as accounting staff, specialized contracts teams, or even leaders within their department. This varies widely across the organization.

## 2.4 – Certification

Procurement staff across the County are highly encouraged to seek certification as a Certified Public Procurement Buyer (CPPB) and/or Certified Public Procurement Officer (CPPO) from the Universal Public Procurement Certification Council (UPPCC), or the Certified Procurement Professional (CPP) certification through NIGP. To that end, staff are highly encouraged to register and attend webinars or other educational opportunities offered by NIGP or the South Carolina Association of Governmental Purchasing Officials (SCAGPO) the NIGP regional chapter, to accumulate the contact hours needed for certification.



The CPPO and CPPB certifications are long-standing certifications that are highly regarded in the public procurement field. The UPPCC has been issuing CPPO/CPPB certifications in some form since 1978. The UPPCC partners and coordinates with the NIGP to manage the certification process.

Because there is a cost to the continuing education component of certification as well as the testing process, procurement staff should consult with their manager(s) to ensure that the desired certification pathway is included in their department’s annual budget request(s).

The current requirements for CPPO and CPPB certification are listed below.

CPPO Requirements	CPPB Requirements
<ul style="list-style-type: none"> <li>• Bachelor's Degree</li> <li>• 5 years of procurement experience, of which 3 is in a management/supervisory role.</li> <li>• 96 contact hours</li> </ul>	<ul style="list-style-type: none"> <li>• 2-year, post-secondary education program</li> <li>• 3 years of procurement experience</li> <li>• 72 contact hours</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• No degree</li> <li>• 5 years of procurement experience</li> <li>• 72 contact hours</li> </ul>

The CPP certification is a new certification that is managed and awarded directly by the NIGP, introduced in 2019. Due to its lack of longevity as a recognized certification in the public procurement field, it may take some time for the CPP to gain and hold as much value as a CPPB or CPPO. However, it may still be worth pursuing, as it does have unique advantages, not the least of which is that it is far easier to work towards and obtain. There are six different pathways for certification as a CPP.



Unlike the CPPB or CPPO, the CPP does not require any formal procurement training in the form of contact hours.

Pathway A	Pathway B
Graduate degree related to public administration, public policy, supply chain, procurement, or economics.  2 years (24 months) relevant work experience involved with procurement (public or private, purchaser or seller) within the past 10 years	Bachelor’s or higher degree (any discipline) and a graduate level certificate in public administration, public policy, supply chain, or procurement  3 years (36 months) relevant work experience involved with procurement (public or private, purchaser or seller) within the past 10 years
Pathway C	Pathway D
Bachelor’s or higher degree (any discipline)  4 years (48 months) relevant work experience involved with procurement (public or private, purchaser or seller) within the past 10 years	Two-year post-secondary diploma (or) associate degree (any discipline) (Or) a NIGP Public Procurement Associate Designation  6 years (72 months) relevant work experience involved with procurement (public or private, purchaser or seller) within the past 10 years
Pathway E	Pathway F
No Post-Secondary Diploma  8 years (96 months) relevant work experience involved with procurement (public or private, purchaser or seller) within the past 10 years	Current CPPO or CPPB or lapsed with one year of expiration date of certification.  Proof of formal education or relevant work experience is not required

## Article 3 – Ethics Policy

The ethical responsibility of County employees and agents of the County having official responsibility for a procurement transaction are set out below. In addition, the County adheres to the South Carolina State Ethics, Government Accountability, and Campaign Reform Act of 1991 (Title 8, Chapter 13). *In addition*, there are still industry-wide guidelines that all County procurement staff must follow.

*Official responsibility* is any administrative or operating authority, whether immediate or final, to initiate, approve, disapprove, or otherwise affect a procurement transaction, or any claim resulting therefrom.

*Procurement transaction* is defined as all functions that pertain to the obtaining of any goods, services, construction, or professional services, including:

- a. Description of requirements;
- b. Selection and solicitation of vendors or sources;
- c. Preparation and award of the contract, and
- d. All phases of contract administration.

In summary, no County employee having *official responsibility* for a *procurement transaction* shall participate in that transaction on behalf of the County when the employee knows that:

- a. They or a member of their immediate family or any business entity of which they or a member of their immediate family may own a substantial interest (10% or more) may directly benefit from such action.
- b. They or member of their immediate family shall have enjoyed profitable business or professional dealing with the person or business entity which is represented in said matter within the period of one year prior to such action.
- c. They or member of their immediate family is associated in a business or professional way or may directly benefit any person or business entity which is represented in said matter by any person or business entity with which said officer or employee or member of their immediate family is associated in a business or professional way; except, however, this provision shall not apply with respect to the officer or employee's service on the governing body of any non-profit organization that is dedicated to promoting the interests of Dorchester County or any of its facilities.
- d. They have accepted or agreed to accept anything of monetary value, either directly or indirectly, from any person or business entity who may directly benefit from the matter, with the intent to influence their score, opinion, judgment, or decision on any procurement transaction or to induce them to neglect their duty or to perform such duty with partiality or favor, or otherwise than is required by law.

Violation of the County's ethical guidelines can have consequences up to and potentially including termination.

Employees of the Purchasing Services Division are additionally held strictly to the high ethical standards of the National Institute of Governmental Purchasing, Inc. (NIGP) Code of Ethics, which includes the following:

### Conflict of Interest

County procurement staff must:

- Avoid any private or professional activity that would create a conflict of interest or the appearance of impropriety;
- Avoid engaging in personal business with any supplier representative or similar person;
- Avoid lending money to or borrowing money from any supplier;
- Avoid any and all potential for nepotism;
- Avoid any overlap of duties in the procurement process;
- Safeguard the procurement process from political or outside influence.

*No public official, public member, or public employee may make, participate in making, or in any way attempt to use his office, membership, or employment to influence a governmental decision in which he, a family member, an individual with whom he is associated, or a business with which he is associated has an economic interest.*

- The South Carolina State Ethics, Government Accountability, and Campaign Reform Act of 1991 (SCCL §8-13-1520)

### Conduct with Suppliers

Business dealings with suppliers must be fair and transparent. County procurement staff must:

- Refrain from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors;
- Safeguard supplier confidentiality;
- Refrain from requiring suppliers to pay to be included on an approved or referred supplier list;
- Refrain from requesting donations of goods or services to the public entity;
- Select suppliers on the basis of meeting appropriate and fair criteria;
- Discourage the arbitrary or unfair use of purchasing leverage or influence when dealing with suppliers;
- Avoid the exertion of undue influence or abuses of power; and
- Treat all suppliers fairly and equally.

### Corruption

Public procurement professionals who become aware of any corrupt activity have a duty to the profession and to the County to alert their senior management. County procurement staff shall not tolerate bribery or corruption in any form, such as:

- **Bribery** is the offering, promising, giving, authorizing, or accepting of any undue financial or other advantage to, by or for any persons associated with the procurement process, or for anyone else in order to obtain or retain a business or

other improper advantage. Bribery often includes (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting party, their close relatives, friends, or business partners or (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the contracting parties, their relatives, friends or business partners.

- **Extortion or Solicitation** is the demanding of a bribe, whether or not coupled with a threat, if the demand is refused. Procurement professionals will oppose any attempt of extortion or solicitation and are encouraged to report such attempts through available formal or informal reporting mechanisms.
- **Trading in Influence** is the offering or solicitation of an undue advantage in order to exert an improper, real, or supposed influence.
- **Laundering the proceeds of the corrupt practices mentioned above** is the concealing or disguising the illegitimate origin, source, location, disposition, movement, or ownership of property and/or money, knowing that such is the proceeds of crime.
- **Nepotism** is the use of authority or influence to show favoritism to relatives or friends without merit.

### **Business gifts and hospitality**

The offer and receipt of business gifts and entertainment are sensitive areas for public procurement professionals, despite being recognized as standard private sector business practice. County procurement staff should:

- Not solicit or accept money, loans, and credits or prejudicial discounts, gifts, entertainment, favors or services from present or potential suppliers which might influence or appear to influence a procurement decision/process.
- Avoid meals or other hospitality with suppliers.

## Article 4 - Specifications & Scope of Work Policy

A specification/scope of work provides the technical and/or performance requirements included in requisitions, solicitations and resulting contracts. They are the basis for evaluation of quotations, bids and proposals, contract administration, receipt, inspection, and payment. It is critical that specifications and scopes of work be clear and concise and included in the solicitation request that is sent to the purchasing mailbox.

Specifications and scopes of work shall be used to describe the needs of the County and shall not be written to favor any particular vendor but shall be used to maximize competition to the maximum feasible degree. The purpose of a specification or scope of work is to serve as a basis for obtaining goods and/or services that will provide the best value for the County.

### 4.1 - Specifications

Specifications are a description of the physical, functional, or performance characteristics or nature of a supply or service. A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service for delivery. Specifications should, to the extent practicable, emphasize functional or performance criteria while limiting design or other physical descriptions to those necessary to meet the needs. Here are common definitions used to describe different types of specifications:

**a. Design Specification**

Sets forth the requirements for a good to be purchased by detailing the characteristics that item/service must possess.

**b. Performance Specification**

Sets forth the performance requirements the good or service must meet. The end result is the primary consideration.

**c. Brand Name Specification**

A specification that is limited to one or more items by manufacturers' names and/or catalog numbers.

**d. Brand Name or Equal Specification**

A specification that uses one or more manufacturers' names or catalog numbers to describe the standard of quality, performance and other characteristics needed to meet County requirements and which provides for the submission of equivalent or equal supplies. Brand name or equal specifications may be used when it is determined that:

- i. no other design or performance specification or qualified products list is available;
- ii. time does not permit the preparation of another form of purchase description not including a brand name;
- iii. the nature of the product or the nature of County's requirements makes use of the brand name or equal specification suitable for the procurement;
- iv. the use of brand name or equal specifications is in the County's best interest.

## 4.2 - Scope of Work

The scope of work is a detailed description of work which includes the desired type and level of performance that will be expected from the successful contractor. A scope of work is a variation of a performance specification and is often used in complex procurements, such as Request for Proposals and Requests for Qualifications.

The following is an outline of the types of information that should be included in a scope of work:

- a. **General Requirements:** Describe the contractor's responsibility to provide a service or produce a specific study, design, or report for the using agency.
- b. **Specific Requirements:** Address the specific tasks, sub-tasks, parameters, and limitations which must be considered in producing the service or final project. Such factors may include, but not necessarily be limited to following:
  - i. Details of work environment;
  - ii. Minimum or desired qualifications;
  - iii. Amount of service needed;
  - iv. Location of service;
  - v. Definition of service unit;
  - vi. Time limitations;
  - vii. Travel regulations or restrictions;
  - viii. Special equipment required; and
  - ix. Other factors affecting working environment.
- c. List County provided materials or services. List any plans, reports, statistics, space, personnel, or other County provided items that must be used by the contractor.
- d. Deliverables, Reports and Delivery Dates. Identify the specific delivery dates for all documentation or other products the contractor must furnish. Be clear about the County's expectations regarding contractor performance, including the time it should take to complete the project or tasks.

The using agency shall be responsible for developing clear and concise specifications or scopes of work for procurement transactions. Prior to use of a specification or scope of work in a solicitation, the Purchasing Services Manager or designee shall ensure that the requisitions, specifications/scope of work and resulting solicitation process will result in a fair and equitable competitive procurement and award.

## 4.3 - Insurance Requirements

Insurance requirements are normally part of the Specifications posted during the Procurement process. The Purchasing Services Division shall verify that all insurance requirements are met prior to issuance of a contract or purchase order. If the certificate of insurance (COI) is not on file or coverage is not properly designated, the using agency/department is responsible for obtaining the appropriate COI. All current COIs may be found on the public shared drive, along with a process that departments must follow to upload and record the COIs.

## **Dorchester County Standard Insurance Requirements**

These requirements are subject to change upon consultation with the County's Director of Risk Management & Safety. They may be increased for projects which expose the County to increased risk or decreased for projects in which the County has decreased risk.

### **A. General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

#### Minimum Limits

\$1,000,000 General Aggregate Limit  
 \$1,000,000 Products & Completed Operations  
 \$1,000,000 Personal and Advertising Injury  
 \$1,000,000 Each Occurrence Limit  
 \$50,000 Fire Damage Limit  
 \$5,000 Medical Expense Limit

### **B. Automobile Liability**

Coverage sufficient to cover all vehicles owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

#### Minimum Limits

\$1,000,000 Combined Single Limit  
 \$1,000,000 Each Occurrence Limit  
 \$5,000 Medical Expense Limit

### **C. Workers' Compensation**

Limits as required by the Workers' Compensation Act of SC.  
 Employers Liability, \$1,000,000.

### **D. Owners' & Contractors' Protective Liability**

Policy will be in name of County. Minimum limits required are \$1,000,000.

### **E. Professional Liability**

Minimum limits are \$1,000,000 per occurrence.

### **F. Coverage Provisions**

- i. All deductibles or self-insured retention shall appear on the certificate(s).
- ii. The County of Dorchester, its officers/officials, employees, agents, and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.



- iii. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
- iv. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
- v. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
- vi. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the Contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- vii. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees, and volunteers.
- viii. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission, or condition of premises which the parties may be held liable by reason of negligence.
- ix. The Contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
- x. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Director of Risk Management & Safety.

## Article 5 - Methods of Source Selection Policy

All purchases and contracts shall be procured competitively if the total cost of the purchase is \$5,000 or more, with exceptions based on specific criteria detailed in §2-532(c) or regulation promulgated by the Purchasing Services Manager to a using agency. Purchases below \$5,000 are considered small purchases and may be made directly by departments.

Dorchester County staff are both *enabled* and *constrained* by the procurement code in terms of what goods and services can be purchased via a particular method of procurement. In some cases, multiple methods may be available, in which case a determination on source selection must be made by the Purchasing Services Manager, in conjunction with County leadership.

However, in many situations, the method of procurement is straightforward. Listed on the following pages are the methods of procurement available to County staff, guidelines surrounding those methods of procurement, and helpful information that will enable County staff to make wise procurement decisions. The following table illustrates the thresholds that apply to various methods of procurement:

Solicitation Method	Award Selection	Threshold	Procedure
Direct purchase by departments	Best Value	\$0-\$5,000	Departments have the legal authority to purchase goods or services up to \$5,000 without further requirement.
Three Quotes	Lowest cost to meet minimum specifications	\$5,001-\$24,999	Departments may submit purchases using a competitive “three quotes” method. Departments are required to obtain a minimum of three quotes and attach to the requisition in Naviline.
Request for Quotes	Lowest cost to meet minimum specifications	\$25,000-\$74,999	Solicited by the Purchasing Services Division, or department-approved buyers, using the Request for Quotes (RFQ) solicitation method.
Invitation for Bids	Lowest cost to meet minimum specifications	\$75,000+	Solicited by the Purchasing Services Division using the Invitation for Bids (IFB) or Request for Proposals (RFP) solicitation method.
Request for Proposals	Best value		
Request for Qualifications	Best Qualifications; no cost consideration	N/A	Solicited by Purchasing Services Division; used for professional architectural/engineering services only

Another way of considering the thresholds that apply to County procurements is to classify them as **formal** or **informal**. At Dorchester County, formal procurements are those in which the actual

cost (in contrast to budgeted costs) is or exceeds \$75,000, and informal procurements are those in which the actual cost is less than \$75,000. In the case of annual contracts, this \$75,000 would be assessed **per year**. Example: A procurement that will cost \$80,000 per year for a term of five years for a total of \$400,000 should be considered a formal procurement. A procurement that will cost \$50,000 per year for a term of five years for a total of \$250,000 should be considered an informal procurement.

## 5.1 - Small Purchases

Purchases between \$0 and \$5,000 are governed primarily by §2-542(c) Small Purchases, which states that purchases below this \$5,000 threshold may be made by departments but stipulates that departments must follow any regulations promulgated by the Purchasing Services Manager regarding these small purchases. The County also utilizes a Purchasing Card (P-Card) program to facilitate low-dollar purchases.

Competition for these purchases is strongly encouraged; departments should attempt to obtain multiple quotes for and/or “price shop” small purchases. Departments must also follow any Financial Services Division requirements such as capital equipment acquisition policies, use of correct object codes, etc. Capital equipment may not be procured by the use of a County P-Card without the express approval from the Director of Business Services.

As-needed requirements where their future value or need is not known are valued at the time of the requisition. Committed agreements like minimum quantity or requirements contracts (used to get more favorable pricing) are valued by the minimum quantity or the good faith estimate of the future requirement and must be competed when the minimum estimated value exceeds the small purchase threshold. *See Small Purchase Policy Memo dated July 10, 2023.*

### 5.1.1 - Purchasing Cards (P-Cards)

The purpose of the purchasing card (P-Card) program is to provide a means for cardholders to procure low dollar goods and services independently and reduce the number of purchase orders

#### *P-CARD PROGRAM ADMINISTRATORS*

*Primary*  
Rebecca Dantzler  
*Secondary*  
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and check requests for small dollar purchases. These are purchases of goods and/or services under \$5,000 and not designated as a “Capital Asset” or IT related items without prior approval. These small dollar purchases, if processed via the traditional requisition-to-purchase order-to-check route, typically require work on the part of the requesting department, the Purchasing Services Division, and Financial Services Division that can often exceed the value of the goods or services. The P-Card Program is designed to eliminate much of this work, improve controls, and facilitate prompt payment to vendors. The program delegates the authority and accountability for these purchases directly to the

individual making the purchase.

When making purchases with a P-Card, the purchaser is acting as the Purchasing Agent /Purchasing Services Manager and is expected to do so responsibly.

Before making a P-Card purchase, users must ensure that there are funds in the appropriate account to cover the purchase being made. Making a purchase on a credit card without funds in the appropriate account is considered an unauthorized purchase.

Any request for a change or an exception to any of the P-Card policies and procedures should be directed to the P-Card Program Administrator. The Program Administrator, in consultation with the Purchasing Services Manager and Director of Business Services, will have the final decision on any exceptions or changes to the program. Written notification via email will be given for all individual changes or exceptions to the cardholder.

#### 5.1.1.1 – P-Card Policy

The P-card should never be used to circumvent the existing purchase order system. Purchases of any amount over \$5,000.00 should not be made using the County purchasing card unless explicit written permission is received from the Director of Business Services or the Purchasing Services Manager. Purchases of capital items utilizing the P-Card should be done only if approved by the Director of Business Services. Purchases not exceeding \$5,000.00 do not require quotations/bids if the price is deemed to be “fair and reasonable.” Failure by a department to adhere to these policies may result in deactivation of their purchasing card.

#### 1. GENERAL CREDIT CARD POLICY

All Dorchester County credit card charges are to be reported to the Purchasing Services Division and accompanied by a detailed receipt and notes submitted through the Wells Fargo online credit card management system. The receipt and notes should show sufficient detail to show who made the charge, what the charge was for, when the charge was made, where the charge was made, and why the charge was incurred.

#### 2. CREDIT CARD USAGE GUIDELINES

##### 2.1. Authorized Use, Card Format, & Securing Documentation

- 2.1.1. County credit cards should be used only for County purchases that serve a public purpose. Cards are issued to individuals and/or departments. Before being issued a purchasing card, each potential authorized user must participate in a training session with the Purchasing Card Program Administrator in the Purchasing Services Division.
- 2.1.2. Each card displays the Dorchester County department name or the individual authorized user’s name, the account number, and the card expiration date. Individuals are responsible for obtaining original receipts and/or documentation of charges, as delineated below in section 4C of this document. The credit card has the authorized user and/or department’s name embossed on it. No department is authorized to use any other department’s card unless a Deputy County Administrator or County Administrator has provided prior written permission.
- 2.1.3. The issuance of each card is contingent on the user signing a Cardholder Agreement signed by the cardholder or department head and approved by the County Administrator.

## 2.2. Conditions for Use

- 2.2.1. The total of a single purchase using the card may include multiple items, but it cannot exceed the authorized single purchase limit of \$5,000. Purchases must not be split with the purpose of circumventing the single purchase limit. Splitting purchases constitutes an unauthorized procurement.
- 2.2.2. Telephone or internet orders may be placed using the credit card, provided that the requirements in Section 2.3 of this policy are met.
- 2.2.3. Any meals charged should be for a particular public purpose and only include appropriate attendees. The cardholder should provide the names of all attendees in documentation.

## 2.3. Submitting Documentation

- 2.3.1. All documentation of purchasing card purchases should be submitted in a timely manner, but no later than the date indicated to the cardholder in the notification email from Wells Fargo, which is generally sent on the second day of the month. Failure to timely submit the monthly accounting may result in the card being deactivated.
- 2.3.2. The same forms that apply to credit card purchases (advance travel form, credit card reporting form, employee expense report, etc.) apply to the P-card. For each purchase made with a card, the cardholder must obtain a customer copy of the charge slip (if applicable) and the detailed receipt. For telephone orders, the cardholder must request a receipt either through email or fax and retain as documentation. For Internet orders, online or email receipts should be retained as documentation. Receipts are required for all meals. Names of all attendees should be included with documentation.

## 2.4. Missing Documentation

- 2.4.1. If the cardholder does not have detailed documentation of the transaction, he or she must prepare a written explanation. The explanation must include a description of the item(s), purchase date, merchant's name, and the reason there is no supporting documentation.
- 2.4.2. Abuse of the missing documentation provision may result in the suspension and/or cancellation of the purchasing card, and/or other disciplinary procedures.

## 2.5. Taxes

- 2.5.1. Cardholders are responsible for knowing the County's tax status, which is currently 7% in Dorchester County. Dorchester County is not tax exempt.

## 2.6. Approval & Payment Processes

- 2.6.1. Departments must submit documentation of credit card purchases in the Wells Fargo credit card management system. Documentation must include receipts, invoices, and/or any other supporting documentation.
- 2.6.2. Approval of Departmental credit card purchases is not completely defined in this document. Department heads who possess more complete knowledge of the job responsibilities of cardholders are required to review each cardholder's purchases, including the merchant who made the sale, in order to determine whether the items

purchased were necessary and appropriate. If for any reason the department head questions a purchase, it is their responsibility to resolve the issue with the cardholder. If they cannot be satisfied that the purchase was necessary and appropriate, then the cardholder must provide documentation that the items have been returned for credit or must submit a personal check to the County for the full amount of that purchase.

- 2.6.3. Using County credit cards for unnecessary or inappropriate purposes is considered misuse, even when the expense is reimbursed under this section, and may result in disciplinary action as a serious ethical violation.

## 2.7. Disputed Charges

- 2.7.1. If items purchased with the credit card are found defective or services faulty, the department has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. Cash refunds are not permitted. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in dispute.

- 2.7.2. The Department, in accordance with the credit card issuer's instructions, should handle disputed charges. The Purchasing Services Division should be contacted for the necessary information as required by the credit card issuer to dispute charges properly. Disputes filed with the credit card issuer should be documented and forwarded to P-Card Program Administrator, who will monitor the resolution of the dispute and take any further necessary actions.

## 2.8. Failure to Comply with Policies and Procedures

- 2.8.1. If a cardholder or department fails to comply with the applicable procedures, the card will be suspended immediately in consultation with the County Administrator.

- 2.8.2. Improper use of the card may result in disciplinary action, including termination.

- 2.8.3. Improper use may also result in prosecution for embezzlement under Title 16, Chapter 13 of the South Carolina Code of Laws. Announced and unannounced audits will be performed frequently to ensure compliance with purchasing card procedures.

## 2.9. Lost or Stolen Credit Cards

- 2.9.1. Should any Department or cardholder lose a credit card or learn that a card has been stolen, it is the responsibility of the department head to contact the credit card issuer immediately. The department head should also immediately inform the Purchasing Services Division.

## 3. Budget Required

- 3.1. Pursuant to Article 5, Section 2-460, purchases made on P-Cards must have a sufficient unencumbered balance available in the account from which the payment will be made.

- 3.2. Purchases made on a P-Card without a sufficient unencumbered balance in the account from which the payment will be made are considered unauthorized purchases and will be dealt with as such, pursuant to the Unauthorized Purchase policy.

### 5.1.2 - Three Quotes

The Procurement Code enables departments to purchase goods or services between \$5,001 and \$24,999 directly, following a “three-quote” process. Departments may directly solicit from vendors, via telephone, email, or the vendor’s website, quotes for the goods or services. The quotes should be submitted on a requisition in Naviline. The quotes should, at a minimum, contain the following information:

- Name of company
- Quote number and/or name of person providing the quote
- Expiration date of quote
- Scope of work
- Completion date
- Shipping/installation charges, if applicable
- Bill to/ship to address

From the low bidder, the user should:

- Obtain a W-9 and P100 form, if the low bidder is a new vendor
- Obtain a Certificate of Insurance (COI) that meets the County’s requirements – the County’s Insurance Requirements are located on Purchasing Services’ P Drive directory.
- Verify that the vendor is registered and in good standing with the Secretary of State in their home state. For South Carolina, go to <https://businessfilings.sc.gov/BusinessFiling/Entity/Search>

All three quotes should be uploaded to the Naviline requisition for the low bidder. A certificate of insurance must also be obtained by the department if the firm will be performing work in which a COI will be required. COIs can be found on the P Drive under P:\BSD - Business Services\PURCHASING SERVICES\Certificates of Insurance. It is the responsibility of the using agency to obtain COIs and maintain the folder appropriately, including maintaining the COI spreadsheet.

A quote obtained by the three-quote process is valid only for one calendar year, unless the quotes are solicited for pricing based on multiple years. The maximum number of years a quote may be solicited for is three years, and the maximum dollar amount is \$24,999 total over the three-year period.

### 5.1.3 - Request for Quotes

Departments seeking to purchase goods or services between \$25,000 and \$74,999 have two options:

- 1) Submit an email to the Purchasing mailbox at [purchasing@dorchestercountysc.gov](mailto:purchasing@dorchestercountysc.gov) with the specifications and any relevant documentation. The Purchasing Agent or Purchasing Services Manager assigned to that purchase will prepare and issue an informal Request for Quotes solicitation.

- 2) A departmental buyer approved by the Purchasing Services Manager may also issue an informal Request for Quotes on behalf of their department, following established guidelines and using the templates provided by the Purchasing Services Division.

Informal bids must be posted on the County's website for a minimum of seven calendar days. Purchases made via the Request for Quotes process rarely need contracts – typically they are converted directly to purchase orders. However, there may be cases where a contract is advisable. See Article 6 and Appendix A.

#### 5.1.3.1 Request for Quotes Policy

The Request for Quotes (RFQ) process is informal, meaning that in most cases, no formal contract must be generated and signed, but rather, that the terms and conditions in the RFQ document and/or Purchase Order are the terms and conditions by which the transaction is governed. A contract may be preferable in some circumstances, in which case the Purchasing Services Manager will advise the using agency as such.

Because the RFQ process is informal, the procurement process is also more flexible than a formal bid, as detailed below.

- a) Using agencies should prepare the specifications for the RFQ. See Article 4.
- b) Using agencies should email their specifications to the purchasing mailbox at [purchasing@dorchestercountysc.gov](mailto:purchasing@dorchestercountysc.gov), along with the following information:
  - a. Budget for the goods/services
  - b. Potential vendors/sources & their contact info
  - c. A proposed timeline (RFQs must be published for at least seven calendar days)
- c) Purchasing Services Division staff will review the RFQ and respond with any suggested edits, or, if no edits need to be made, they will insert the RFQ number on page #1 and #2 and publish the RFQ on Vendor Registry.
- d) In some cases, an addendum to the RFQ may need to be posted. The Purchasing Services Division may assist with this process.
- e) RFQs must be posted for a minimum of seven calendar days but may be posted for longer periods to maximize competition and response quality.
- f) RFQ award criteria shall only be based on the lowest quote received in response to the solicitation. No subjective criteria may be used to award the work.
- g) Quotes must be emailed to the Purchasing Agent assigned to the RFQ.
- h) When entering the requisition for the purchase, the using agency must attach the completed bid tabulation and the awarded quote to the requisition in Naviline, both of which will be provided by the Purchasing Agent.
- i) The using agency should also enter a comment on the requisition with the RFQ number (i.e. "RFQ 2021-20").
- j) Purchasing Services Division staff will approve the requisition and generate a PO. Generally, the PO will serve as a notice to proceed for the contractor, unless otherwise stipulated in the RFQ specifications/terms.



### 5.1.4 - Auction

§2-572 states: *The purchasing services manager shall promulgate regulations governing...The sale, lease, or disposal of surplus supplies by public auction, competitive sealed bidding, or other appropriate method designated by regulation, provided that no employee of the owning or disposing agency shall be entitled to purchase any such supplies...*

While the Procurement Code does not specifically address purchases made at auction, the Purchasing Services Manager has authorized departments to purchase at auction any supplies under the Small Purchase threshold of \$5,000. Departments seeking approval to purchase goods at auction above \$5,000 must receive written authorization from the Purchasing Services Manager and also formulate a process for such purchases in conjunction with and approved by the Purchasing Services Manager.

Currently, the Purchasing Services Manager has delegated the authority to the Asset Manager to sell goods at auction to ensure that the appropriate disposition procedures are followed and that the Purchasing Services Division is informed of any auctions of County property. Any checks or proceeds received must be routed through the Asset Manager for deposit with the Treasurer's Office.

## 5.2 - Invitation for Bids

Invitations for Bids (IFBs), also referred to within the County as formal bids, are reserved for purchases in which the total actual cost of the goods or services exceeds \$75,000 and where the scope of work can be completely defined by the County, such that all bidders are bidding on the same set of specified criteria. Unlike informal solicitations, there are specific ordinance requirements that govern IFBs; these rules are detailed in §2-542(a), *Competitive Sealed Bidding*. Some of these rules are:

- IFBs must be advertised a minimum of seven (7) calendar days.
- Bid deposits (bid bonds) may be required by the using agency and/or Purchasing Services Division.
- Bids must be sealed until the time of the bid opening, which shall be conducted in the presence of at least one witness.
- The Purchasing Services Manager shall award contracts to the lowest responsible and responsive bidder.
- Contracts resulting from an IFB must be executed by the County Administrator.

Invitation for Bid process and policies are outlined in 5.2.1 *Invitation for Bids Policy*. Please note that this is not necessarily an exhaustive policy.

Construction projects are almost exclusively solicited using the Invitation for Bid method in the traditional Design-Bid-Build model, although they may also be solicited via RFP if using Design Build, Construction Manager at Risk, or Public-Private partnership solicitation methods. The Purchasing Services Manager will make the final determination on which method of solicitation is used, in consultation with County Administration, as appropriate.

## 5.2.1 – Invitation for Bids Policy

### 1. ISSUANCE

- 1.1. A department shall request the issuance of an Invitation for Bid by sending the specifications and related attachments to the purchasing mailbox. Upon receipt of the department's request to proceed with a formal solicitation, the Purchasing Services Division prepares the solicitation package.

### 2. ADEQUATE COMPETITION

- 2.1. The Purchasing Services Division will attempt to ensure that an adequate number of bidders are solicited. However, as the subject matter experts on the goods or services being solicited, it is the responsibility of the department to supply a suggested bidder's list with at least three potential bidders. Notifications will also be sent out automatically through the Vendor Registry bid module to potential bidders who have optioned into notifications regarding solicitations in the commodity codes for the goods or services being solicited.

### 3. BASIC CONSIDERATIONS

- 3.1. The specifications of the IFB are critical for the success of the procurement. Basic considerations include the contractual terms and conditions which must be written to protect the interest of the County; openness of specifications; requirements for transportation and delivery; and instructions as to what documentation is required for the bidder to submit a responsive bid. A solicitation should seek full and open competition for all purchases and provide fair and equal opportunity for all qualified persons or firms to compete. Please refer to Article 4 of this manual for more information.
- 3.2. Once the solicitation has been published, all questions from vendors must be addressed through the Purchasing Services Division. The Purchasing Agent or Purchasing Services Manager will be responsible to assure all questions/issues are brought to the using agency for clarifications and/or answers, then relayed to vendors in a timely manner. It is important that the same information is given to all interested vendors through the issuance of an addendum, to ensure fair and open competition. After bids are submitted, all vendor contact shall continue to be made through the Purchasing Services Division, except when evaluation for responsibility requires the using agency to contact the low bidder(s).

### 4. PUBLIC NOTICE / ADVERTISEMENT

- 4.1. The minimum time for solicitation of bids shall be seven (7) calendar days from the date the solicitation is posted. Complicated procurements may have a time period that is longer than the standard seven calendar days. Construction projects must be advertised for a minimum of thirty (30) calendar days.

4.2. IFBs are advertised on the County's website. IFBs should also be advertised on the South Carolina Business Opportunities (SCBO) website.

## 5. INVITATION FOR BIDS – CONTENT

5.1. The IFB shall, at a minimum, include the following: instructions and information to bidders concerning the bid; submission requirements, including the time and closing date, and all required documentation; the project description; basis of award; delivery or performance schedule; inspection and acceptance requirements; and the contract terms and conditions, including warranty and bonding or security requirements, as applicable.

## 6. MULTIPLE OR ALTERNATE BIDS

6.1. If the solicitation prohibits multiple or alternate bids, the multiple or alternate bids shall be rejected, and a clearly indicated base bid will be considered for award as though it were the only bid or offer submitted by the bidder.

6.2. Bidders may, if specified in the bid specifications, submit alternate (or substitute) bids in addition to the primary bid as long as it meets the full form, fit and function of the IFB specifications. The County shall be the sole judge of equivalence. The alternate bid must be clearly identified separate from the primary bid submitted.

## 7. PUBLIC BID OPENING

7.1. The bid opening shall be held on the date and at the time and place announced in the solicitation or at the date, time and place announced in any addendum.

7.2. All bids received on or before the date and time specified in the IFB will be unsealed and opened publicly. The bids will be read aloud by a representative from the Purchasing Services Division, and the unofficial results tabulated.

7.3. A record of the bidders will also be kept in the Purchasing Services Division.

## 8. TABULATION OF BIDS

8.1. After the bid opening, Purchasing Services Division staff will verify all information received on the bid forms for accuracy. If a mathematical error is detected, or any other information is not clear, the Purchasing Services Division shall contact the authorized representative of the vendor to advise him/her of the error and obtain authorization to make the correction.

8.2. The Purchasing Services Division staff may also ask for clarification on any of the information submitted as part of the bid, including warranty and delivery, manufacturer/make/model or alternate bids. Clarifications will be requested, if needed, to allow for a fair evaluation of information received.

8.3. The Purchasing Services Division staff will then tabulate the bid results and post the unofficial bid tabulation to Vendor Registry.

## 9. ONE BID RECEIVED

- 9.1. If only one (1) responsive bid is received in response to the IFB, an award may be made to the single contractor if the Purchasing Services Manager (in consultation with the using agency) finds that (1) the price(s) submitted are fair and reasonable, and that either (2) other prospective bidders had reasonable time to respond, or (3) there is not adequate time for re-solicitation.
- 9.2. Otherwise, the bid may be rejected and new bids may be solicited; the proposed procurement may be canceled; or if the Purchasing Services Manager determines in writing that the price of the one bid is not fair and reasonable, and that re-solicitation would likely be futile, the bid price may be negotiated to a fair and reasonable price, or the procurement may be completed as a sole source or emergency procurement, if all the requirements for a sole source or emergency procurement are met, and with the required approvals obtained.

## 10. EXTENSION OF TIME FOR BID OR PROPOSAL ACCEPTANCE

- 10.1 Evaluation and acceptance of bids should be done in a timely and efficient manner. Vendors may have a time limit for prices quoted and delivery of the goods/services. After opening the bids, the Purchasing Agent or Purchasing Services Manager may request an extension of time from the contractor to allow for the evaluation of the bids.

## 11. BID EVALUATION

- 11.1. All products or services shall be evaluated against the requirements stated in the County's solicitation. The department may only consider whether the bidder's proposed product(s) or service(s) meet the minimum qualifications as outlined in the IFB specifications. The IFB may require the submission of bid samples, descriptive literature, technical data, or other material necessary to determine product acceptability. The acceptability evaluation is not conducted for the purpose of determining whether a bidder's item is superior to another, but only to determine whether a bidder's offering will meet the County's needs (minimum standards) as set forth in the IFB. Any bidder's offering which does not meet acceptability requirements shall be rejected by the department as nonresponsive.
- 11.2. The Purchasing Services Division may also consider whether a bidder is "responsible." The definition of a responsible bidder is defined in DCRO 2-522 as "A person (bidder) who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance."
- 11.3. The Purchasing Services Division may also check references to inform a decision as to whether a bidder is responsible. If the references supplied by a bidder are unable to be reached, unsatisfactory, or unhelpful, the Purchasing Services Manager may request additional references from the bidder. Poor references may result in a determination that the bidder is not a responsible bidder.

## 12. BID AWARDING

- 12.1. A recommendation for award in the form of a purchase order/contract shall be to the lowest responsive and responsible bidder whose bid meets the requirements and the criterion set forth in the IFB and is determined to be in the best interest of the County. A recommendation for award is a collaborative effort between the requesting department and the Purchasing Services Division staff assisting with the IFB. Evaluation of all the information submitted by the vendor must be documented.
- 12.2. The Purchasing Services Manager, in consultation with departmental staff, may determine to make whole or partial awards, or may reject all bids if prices are determined to be unreasonably high or unrealistically low. If insufficient funds are available to award a contract, the solicitation may be canceled or the departmental staff may choose to re-scope the project and re-solicit bids, as may be determined to be in the best interest of the County.

## 13. LOWEST BID

- 13.1. A recommendation for award based on the lowest bid must be made if that bid meets all the specifications as outlined in the IFB, with no exceptions. If the lowest bidder takes exception(s) to the specifications, but is within tolerance and meets the form, fit and function of the merchandise required as well as delivery date required, warranty and all other IFB requirements, it is considered the low bid and should be recommended for award.
- 13.2. However, the lowest dollar bidder is not required to be recommended for award if it:
  - 13.2.1. Does not meet all the specifications as outlined in the IFB.
  - 13.2.2. Takes exception to any of the specifications that is not acceptable (as defined above).
  - 13.2.3. Cannot meet acceptable delivery requirements.
  - 13.2.4. Has shipping costs that make the overall total cost higher than the next low bid,
  - 13.2.5. Has an unacceptable warranty limitation(s).

## 14. TIE BIDS

- 14.1. If all bids received are for the same total amount or unit price, the Purchasing Services Manager shall award based on one or multiple from among the following criteria:
  - 14.1.1. Dorchester County firms have precedence over non-Dorchester County firms.
  - 14.1.2. South Carolina manufactured products have precedence over non-South Carolina manufactured products.
  - 14.1.3. South Carolina certified small and minority firms have precedence over non-certified firms.
  - 14.1.4. If the firms remain tied after the above criteria are applied, then the firm that offers the shortest delivery time shall receive the award.
  - 14.1.5. If the firms still remain tied, the tie may be resolved by the flip of a coin in the presence of the two vendors.

- 14.2. The Purchasing Services Manager may also determine, at any point in the tiebreaking process, to reject all bids and resolicit the supplies or services being procured.

## 15. AWARD PROCESS

- 15.1. A department must submit a recommendation for award to the Purchasing Services Division recommending the lowest responsive, responsible bidder, or must submit an “other than low bid” justification. This communication should be written (email). Purchasing Services will obtain the written concurrence of the County Attorney’s office prior to awarding to any bidder other than the low bidder.
- 15.2. The Purchasing Services Division issues an award notification to the successful bidder and may notify unsuccessful bidders, if requested. When an award has been made, the award shall be published in Vendor Registry.
- 15.3. The Purchasing Services Division will prepare the contract for execution.
- 15.4. The County reserves the right to cancel the award of any contract at any time before all parties execute the contract, without any liability against the County.

## 16. MODIFICATION OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING

- 16.1. Bids may be modified or withdrawn by written request only. Telephone requests to modify or withdraw a bid will not be considered. Any communication should not reveal the bid price.
- 16.2. All modifications and withdrawals must be received prior to the exact hour and date specified for receipt of bids. If submitted electronically through Vendor Registry, the bidder has the option in Vendor Registry to withdraw a submission and resubmit, up until the time of the bid opening. It is solely the bidder’s responsibility to re-submit any returned or withdrawn bid.
- 16.3. If a hard copy (walk in) bid has been submitted, the bidder should provide the addition or subtraction or other modification so that the County will not know the final prices or terms until the sealed bid is opened.
- 16.4. A bid also may be withdrawn in person by a bidder or the authorized representative, provided the identity of such representative is made known and the representative signs a receipt for the invitation.

## 17. WITHDRAWAL OR MODIFICATION OF BID AFTER OPENING, BUT PRIOR TO AWARD

- 17.1. If there is a significant and obvious disparity between the unit prices or lump sum of the lowest apparent responsible bidder and other bidders, the apparent low bidder may be contacted by the Purchasing Services Division to validate the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid and no change to the price shall be made. If the bidder alleges a mistake in the bid and can provide clear and convincing evidence that supports the mistake in bid to the satisfaction of the Purchasing Services Manager, the bid for that item(s) only may be withdrawn without penalty.

- 17.2. The bidder has three business days after the unofficial bid tabulation is posted on the County's website to notify the Purchasing Services Manager and designated Purchasing Agent, in writing, of any alleged mistake in bid. Such communication must include clear and convincing evidence that supports the existence of the mistake to the satisfaction of the Purchasing Services Manager. Only the Purchasing Services Manager may waive irregularities or accept mistakes in bids.
- 17.3. If the basis of award is "all or nothing" to the lowest responsible bidder, then the entire bid may be forfeited. If the basis of award is "line by line", the bidder's other line-item prices may be considered. If the basis of award is "by groups" and the mistake is part of any group or line items, the entire group may not be considered for award.
- 17.4. The County's Purchasing Services Manager reserves the right to waive any mistake, omission, error, or other irregularity in the bid. Any determination by the Purchasing Services Manager will be in the best interest of the County.

## 18. INFORMALITIES/IRREGULARITIES IN BIDS

- 18.1. An informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.
- 18.2. If the Purchasing Services Manager determines that the bid submitted contains an informality or irregularity, then he/she either shall give the bidder an opportunity to cure any deficiency resulting from an informality or irregularity in a bid, or waive the deficiency, whichever is to the advantage of the County. In no event will the bidder be allowed to change the bid amount. Examples of informalities or irregularities include, but are not limited to, the following:
  - 18.2.1. Bidder fails to return the number of copies of signed bids required by the IFB.
  - 18.2.2. Bidder fails to sign the bid, or parts of the bid.
  - 18.2.3. Bidder fails to acknowledge an addendum.

## 19. LATE BIDS

- 19.1. Any bid withdrawal or modification to bids received after the date/time set for opening shall be considered late and shall be rejected and returned unopened to the bidder, except as provided herein.
- 19.2. Bids received after the bid opening time shall not be opened but shall be rejected as a late bid. The responsibility to ensure that bid solicitations are obtained and that bids are received prior to the opening date and time rests entirely with the vendor.
- 19.3. The Purchasing Services Manager may permit the following exceptions:
  - 19.3.1. In the event of a public labor unrest (strike, work slowdown, etc.), which may

affect mail delivery, the Purchasing Services Manager may develop and issue emergency procedures.

- 19.3.2. There is conclusive evidence that the bid was submitted to the office designated in the IFB on time and was mishandled.
- 19.3.3. The late bid was the only bid received.
- 19.3.4. The Purchasing Services Manager's decision shall rule any other situation, which is beyond the control of both the County and the vendor, as to the acceptability of the bid.

## 20. PRE-BID CONFERENCES

- 20.1 Pre-bid conferences may be conducted for the purpose of explaining the procurement requirements to prospective bidders. Notice of a pre-bid conference shall be stated in the IFB. The conference should be held long enough after the invitation has been issued and advertised to allow bidders to become familiar with it, but with adequate time before bid opening to allow consideration of the conference results in preparing the bid. The pre-bid conference may be mandatory if determined necessary to ensure familiarity of the project prior to bidding by all bidders. Nothing stated at such conference shall change the IFB unless the change is made by written addendum.

## 21. ADDENDUM TO INVITATIONS FOR BIDS

- 21.1. Addendums to the original IFB may be required for clarifications and/or changes to the original IFB.
- 21.2. Addendums to an IFB shall be identified as such and will require that the bidder acknowledge receipt of all addendums issued on the bid form.
- 21.3. Notifications of addendums shall be sent to the same vendors who originally received the IFB as well as any other interested parties.
- 21.4. All addenda shall be made a part of the bid and resultant contract.
- 21.5. If the addendum alters the information required on the bid form, a revised bid form will be provided as a part of the addendum and will be required as the vendor's bid submission.
- 21.6. Failure to acknowledge the addendum with a bid may be a reason to reject the bid.

## 22. RESPONSES TO REQUESTS FOR INFORMATION

- 22.1. All documents submitted with the bid become public information immediately after a contract has been awarded, except for those items identified as proprietary information, trade secrets or other information protected under the Open Records Act. Prior to award, all records received are sealed.
- 22.2. In any case the release of information regarding bids should follow Title 30 of the South Carolina Code of Laws (Freedom of Information Act or FOIA). The department and Purchasing Services Division should consult with the County Attorney's office if there is any question related to the release of information surrounding a bid.



### 5.2.2 - Bonding Requirements

A bond is a written instrument, issued by a surety, guaranteeing faithful performance by a vendor/contractor. Bonds reduce the County's financial risk in the event a contractor fails to perform or defaults on a contract by transferring the risk of contractor default to a third party; the surety company who issues the bond.

There are five (5) types of bonds frequently used in contracts to procure goods and services:

- A **Bid Bond** guarantees that the bidder will enter into a contract if selected as the lowest responsive and responsible bidder. If a bidder does not accept the award, the bid bond is forfeited. The Bidder must submit the bid bond with their bid. If the solicitation requires a bid bond, and the bid bond is not submitted with the bid, the Bidder is non-responsive. The Purchasing Services Division or using agency may request a bid bond, and a minimum 5% bid bond is required for construction contracts.
- A **Performance Bond** guarantees that a contractor will perform the contract in accordance with the contract terms. The surety who issues the bond may either complete the contract or pay damages up to the bond limit. This bond is used most frequently in construction contracts. Dorchester County requires a 100% performance bond in the sum of the contract amount for all construction contracts.
- A **Payment Bond** guarantees the contractor will pay all suppliers and subcontractors who assist in the performance of the work. Dorchester County requires a 100% payment bond in the sum of the contract for all construction contracts.
- A **Contract Bond**, similar to a performance bond, guarantees the contractor will perform pursuant to the terms and conditions of the contract. While performance bonds are used primarily for construction projects, contract bonds are used for service contracts in which the County bears significant risk if the contractor were to fail to perform the services required in the contract.
- A **Fidelity Bond** is similar to an insurance policy and guarantees against losses that may result from proven acts of dishonesty on the part of the contractor's employees. Fidelity bonds are often required in service contracts when the contractor's employees will handle cash or are exposed to opportunities for theft.

Contract and Fidelity bonds are infrequently used. The most common bond types utilized by the County are bid bonds, performance bonds, and payment bonds.

A bond should be required whenever a contractor's default has the potential to expose the County to financial liability. The protection offered by the bond is weighed against the potential for the bond requirement to inflate the contract cost to hinder competition. Oftentimes, individuals or small businesses are unable to obtain a bond. A fundamental objective to public procurement is to maximize competition. **Therefore, it is essential to be realistic in setting bond requirements.** Except as required by the procurement code, the bond amount depends on an assessment of the County's financial risk, the estimated contract value, the importance of the service to be performed, and whether service disruption would be detrimental to the County.

## 5.3 - Request for Proposals (RFPs)

The Purchasing Services Division directly manages the RFP process at Dorchester County, to include publication of the RFP, oversight of the RFP process, organization of the evaluation committee and its meetings, and administration of the contract execution process. The Purchasing Services Division may also assist using agencies with contract administration in some contracts.

The Purchasing Services Manager is the only County official, according to the Procurement Code, who has the legal authority to authorize the issuance of an RFP. The Requests for Proposals process is outlined in DCRO §2-542(b) *Competitive Sealed Proposals*. This section of the Procurement Code gives the following criteria for issuance of an RFP:

*When the purchasing services manager determines in writing that the use of competitive sealed bidding is either not practical or not advantageous to the county, a contract may be entered into by competitive sealed proposals.*

The Procurement Code thus simply directs the Purchasing Services Manager to ensure that the decision to issue an RFP is more advantageous to the County than a competitive bid (IFB). However, the NIGP has provided guidelines to assist procurement professionals in determining whether an RFP as a solicitation method may be appropriate in its *Public Procurement Practice - Request for Proposals (RFP)* document. A basic summary, however, is that an RFP is used when the requirements are not clearly known, are qualitative rather than quantitative, or when the entity is looking for a solution to a problem.

An RFP tends to be utilized for technical and complex procurements as proposers are encouraged to offer creative solutions that are customized to the entity's need. A key characteristic of an RFP is the evaluation of proposals using pre-established criteria to select a proposer(s) for contract award. When an RFP is used to solicit a proposal, a proposer is selected based on a combination of price and non-price evaluation criteria.

There are several documents located on the Purchasing Services Division's Public Drive, which is now found on the County's Teams channel, to assist users with the County RFP process. They are located in the Forms and Templates folder.

**Requests for Qualifications (RFQs)** are only used to solicit the services of architect-engineer and land surveying services. The RFQ process is similar to the RFP process in almost every respect; the primary difference is that no costs are considered in a Request for Qualifications. The selection and award is made based upon qualifications alone.

### 5.3.1 – Request for Proposals/Request for Qualifications Policy

#### 1. ISSUANCE

- 1.1. A department will request the issuance of a Request for Proposals (RFP) or Request for Qualifications (RFQ) by sending the Scope of Work and related attachments to the purchasing inbox. Upon receipt of the department's request to proceed with a formal solicitation, the Purchasing Services Division prepares the solicitation package.

## 2. ADEQUATE COMPETITION

- 2.1. The Purchasing Services Division will attempt to ensure that an adequate number of offerors are solicited. However, as the subject matter experts on the goods or services being solicited, it is the responsibility of the department to supply a suggested vendor list with at least three potential offerors. Notifications will also be sent out automatically through the Vendor Registry bid module to potential offerors who have optioned into notifications regarding solicitations in the commodity codes for the goods or services being solicited.

## 3. BASIC CONSIDERATIONS

- 3.1. The Scope of Work for the solicitation are critical for the success of the procurement. Basic considerations include the contractual terms and conditions which must be written to protect the interest of the County; openness of the scope of work (not tailored to one particular vendor); and instructions as to what documentation is required for the bidder to submit a responsive submittal. A solicitation should seek full and open competition for all purchases and provide fair and equal opportunity for all qualified persons or firms to compete. Please refer to Article 4 of this manual for more information.
- 3.2. Once the solicitation has been published, all technical questions from vendors must be addressed through the Purchasing Services Division. The Purchasing Agent or Purchasing Services Manager will be responsible to assure all questions/issues are brought to the using agency for clarifications and/or answers, then relayed to vendors in a timely manner. It is important that information is given to all interested vendors to ensure fair and open competition through the issuance of an addendum. After proposals are submitted, all vendor contact shall continue to be made through the Purchasing Services Division until a contract is executed.

## 4. PUBLIC NOTICE-ADVERTISEMENT

- 4.1. The minimum time for solicitation of submittals shall be fourteen (14) calendar days from the date the solicitation is posted. Complicated procurements may have a time period that is longer than the standard fourteen calendar days.
- 4.2. Urgent requirements may be advertised for less than fourteen (14) calendar days, with a minimum of seven (7) calendar days, with written authorization from the Purchasing Services Manager.
- 4.3. RFP and RFQs are advertised on the County's website. Solicitations with large scopes may also be advertised on the South Carolina Business Opportunities (SCBO) website.

## 5. REQUEST FOR PROPOSALS/REQUEST FOR QUALIFICATIONS – CONTENT

- 5.1. The RFP/RFQ shall, at a minimum, include the following: instructions and information to offerors concerning the proposal submission requirements, including the time and closing date, and all required documentation; the project description, basis of award, delivery or performance schedule, and inspection and acceptance requirements; the

contract terms and conditions, including warranty and bonding or security requirements as applicable.

## 6. SUBMISSION RECEPTION

- 6.1. The proposals shall be received at the date and at the time and place announced in the solicitation or at the date, time and place announced in any addendum.
- 6.2. All submissions received on or before the date and time specified in the solicitation or addendum shall be unsealed and opened by the Purchasing Services Division.
- 6.3. The Purchasing Services Division, after unsealing the proposals, shall only share the proposals with the selection committee for the RFP/RFQ.

## 7. EVALUATION OF SUBMISSIONS

- 7.1. Submissions shall be evaluated by a selection committee. The selection committee shall include the Deputy County Administrator/CFO or their designee and the using agency director or designee. The Purchasing Services Manager or designee will serve as an ex officio member of the evaluation committee and will facilitate the evaluation process. The Purchasing Services Manager shall appoint any additional members to the committee in consultation with the Deputy County Administrator/CFO.
- 7.2. Submissions shall be evaluated solely on the evaluation criteria listed in the RFP/RFQ by the established selection committee.
- 7.3. After submissions have been evaluated, the Purchasing Services Division shall tabulate the scores and schedule a selection committee meeting.
  - 7.3.1. The selection committee meeting requirement may be waived with authorization from the Purchasing Services Manager.
- 7.4. The committee may elect to pursue one or multiples of several different options at the conclusion of their first meeting:
  - 7.4.1. They may finalize their scores and proceed to an award recommendation,
  - 7.4.2. They may determine to request additional or clarifying information from one, some, or all proposers; this could include a Best and Final Offer (BAFO) or other similar information,
  - 7.4.3. They may schedule a second evaluation committee meeting if they have unfinished business,
  - 7.4.4. They may determine to cull the proposals down to finalists based on the initial scoring,
  - 7.4.5. They may request that the Purchasing Services Division schedule proposer (or finalist) presentations, or
  - 7.4.6. They may elect to reject all proposals.
- 7.5. If the committee determines that additional information should be requested from one, some, or all proposers, the Purchasing Services Manager shall determine whether the requests align with procurement best practices. Once approved, the Purchasing Services Division representative shall communicate the requests for additional information with the proposers.

7.5.1. This may include a “best and final offer” (BAFO) request. If requested, a BAFO shall be requested from all proposers, or all finalists, and shall be requested for each price proposal submitted by the proposer.

7.5.2. The Purchasing Services Manager must review any BAFO requests prior to the Purchasing Services Division releasing the information to the evaluation committee for their consideration.

7.6. A finalist scoring round shall be conducted if the committee elected to narrow the proposer field to finalists. Only the finalists shall be scored, and a contract awarded to the highest scoring proposer(s).

## 8. CONTRACT AWARD

8.1. A contract shall be awarded to the highest scoring proposer(s). The committee may choose to award to multiple firms, but the firms shall be the highest scoring firms.

8.2. If insufficient funds are available to award a contract, the solicitation may be canceled or the departmental staff may choose to re-scope the project and re-solicit, as may be determined to be in the best interest of the County.

8.3. Negotiations may commence if a firm has indicated exceptions on the RFP/RFQ Exceptions form.

## 9. MODIFICATION OR WITHDRAWAL

9.1. Submissions may be modified or withdrawn by written request only. Telephone requests to modify or withdraw a submission shall not be considered.

9.2. All modifications and withdrawals must be received prior to the exact hour and date specified for receipt of submissions. Vendor Registry does allow for submissions to be withdrawn until the exact due date and specified.

9.3. If a hard copy (walk in) proposal has been submitted, the offeror should provide the addition or subtraction or other modification so that the County will not know the final prices or terms until the sealed proposal is opened.

9.4. A submission may also be withdrawn in person by an offeror’s authorized representative, provided the identity of such representative is made known and the representative signs a receipt.

9.5. The County’s Purchasing Services Manager reserves the right to waive any mistake, omission, error, or other irregularity in the submission. Any determination by the Purchasing Services Manager will be in the best interest of the County.

## 10. INFORMALITIES/IRREGULARITIES

10.1. An informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the solicitation that can be corrected or waived without being prejudicial to other offerors. The defect or variation is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired.

- 10.2. If the Purchasing Services Manager determines that the offer submitted contains an informality or irregularity, then he/she either shall give the offeror an opportunity to cure any deficiency resulting from an informality or irregularity in a submission, or waive the deficiency, whichever is to the advantage of the County. In no event will the offeror be allowed to modify their proposal. Examples of informalities or irregularities include, but are not limited to, the following:
- 10.2.1. Offeror fails to return the correct number of copies of submissions required by the RFP/RFQ.
  - 10.2.2. Offeror fails to sign the submission, or parts of the submission.
  - 10.2.3. Offeror fails to acknowledge an addendum.

## 11. LATE PROPOSALS

- 11.1. Any offer withdrawal or modification to offers received after the date/time set for opening shall be considered late and shall be rejected and returned unopened to the offeror, except as provided herein.
- 11.2. Offers received after the submission due date and time shall not be opened but shall be rejected as a late submission. The responsibility to ensure that solicitations are obtained and that offers are received prior to the due date and time rests with the vendor.
- 11.2.1. The Purchasing Services Manager may permit the following exceptions:
- 11.2.1.1. In the event of a public labor unrest (strike, work slowdown, etc.), which may affect mail delivery, the Purchasing Services Manager may develop and issue emergency procedures.
  - 11.2.1.2. There is conclusive evidence that the offer was submitted to the office designated in the solicitation on time and was mishandled.
- 11.2.2. The Purchasing Services Manager's decision shall rule any other situation, which is beyond the control of both the County and the vendor, as to the acceptability of the offer.

## 12. PRE-SUBMISSION CONFERENCES

- 12.1. Pre-submission conferences may be conducted for the purpose of explaining the procurement requirements to prospective offerors. Notice of a pre-submission conference shall be stated in the RFP/RFQ. The conference should be held long enough after the solicitation has been issued and advertised to allow offerors to become familiar with it, but with adequate time before the submission due date and time to allow consideration of the conference results in preparing the submission. The pre-submission conference may be mandatory if determined necessary to ensure familiarity of the project prior to proposal submission. Nothing stated at such conference shall change the scope of the RFP/RFQ unless the change is made by written addendum.
- 12.2. If the project manager conducts a site visit, they must document the attendees and all of the questions and responses provided. An addendum shall be issued by the Purchasing Services Division with the questions and answers from the conference in addition to the responses to other submitted questions.

12.3. An attendee from the Purchasing Services Division must attend the pre-submission conference.

### 13. ADDENDUMS TO RFP/RFQ

- 13.1. Addendums to the original RFP/RFQ may be required for clarifications and/or changes to the original solicitation.
- 13.2. Notifications of addendums shall be sent to the same vendors who originally received the RFP as well as any other interested parties. Addendums to the RFP/RFQ shall be identified as such. It is the responsibility of the vendor to check Vendor Registry and obtain all addenda prior to submission of a proposal.
- 13.3. All addenda shall be made a part of the solicitation and resultant contract.
- 13.4. If the addendum alters the information required on the cost proposal form, a revised cost proposal form will be provided as a part of the addendum and will be required in the vendor's submission.

### 14. RESPONSES TO REQUESTS FOR INFORMATION

- 14.1. All documents submitted with the proposal become public information immediately after a contract has been awarded, except for those items identified as proprietary information, trade secrets or other information protected under the Open Records Act. Prior to award, all records received are sealed.
- 14.2. In any case the release of information regarding submissions should follow Title 30 of the South Carolina Code of Laws (Freedom of Information Act or FOIA). The department and Purchasing Services Division shall consult with the County Attorney's office if there is any question related to the release of information surrounding a submission.

#### 5.3.2 - Negotiations

In the RFP and RFQ process, the County may negotiate with the awarded proposer(s). Negotiations should proceed with the clearly stated understanding that award of a contract is contingent upon approval by the County Administrator of the final contract terms. The Purchasing Services Division typically serves as the liaison between the using agency and the awarded proposer for the purpose of negotiations, unless the negotiations are too complex to be handled by an intermediary.

All aspects of a proposal are negotiable. It is recommended that the project manager and the other interested parties identify which elements of a proposal are important and focus attention on those elements. Some common areas that are negotiated are: pricing; deliverables; dates; contract terms and conditions.

When negotiating, always try to achieve a "win-win" result where both the County and the proposer are satisfied with the result. The contractual relationship is typically a multiyear commitment on behalf of both parties; therefore, it is advisable to begin the relationship "on the right foot."

### 5.3.3 – Debriefing

Debriefings may be requested by offerors after any “best value” solicitation process conducted by the County, of which Request for Proposals (RFPs) and Request for Qualifications (RFQs) are, by far, the most common. There are two goals of the County’s debriefing process:

- a) To assure offerors that the County recognizes that each offeror has invested substantial efforts and resources in preparing and submitting a proposal and should be given feedback when requested.
- b) To provide offerors with feedback on the strengths and weaknesses of their proposal. Debriefing is an opportunity for the offeror to gain insight that can be used to improve future proposal submissions.

#### 5.3.3.1 – Debriefing Request Requirements

A debriefing generally takes place after execution of a contract. The County will announce the awarded vendor for a “best value” solicitation on Vendor Registry. Offerors are encouraged to make requests for debriefings within a reasonable time frame after the award announcement is made – typically within two weeks. Requests should be made via email to the Purchasing Services Division contact listed in the solicitation as the point of contact. The request should include:

- Solicitation Number and Title
- The offeror’s official legal business name
- The attendees of the debriefing and their titles

The Purchasing Services Division shall make every effort to schedule the debriefing in a timely manner after contract execution. The preferred method of debriefing is a Microsoft Teams meeting, but debriefings may also be conducted over the phone or in person.

#### 5.3.3.2 – Debriefing Process

The Purchasing Services Manager shall attend all debriefing meetings if possible; however, debriefings may also be conducted by a Purchasing Agent. The debriefing shall consist of the following information:

- The presentation of a scoresheet ranking all offerors
  - This may include a breakdown of weighted or (anonymized) individual scores
- A summary of any constructive comments from evaluators that may be used by the offerors to improve their future proposal submissions

The debriefing process is specific to the individual offeror and that offeror’s proposal. Therefore, a debriefing does not offer the following:

- Content of other offeror’s proposals
- Confidential information regarding other offerors that may compromise trade secrets, references, names, etc.
- Information prohibited from release by the South Carolina FOIA statutes
- A debate of the solicitation process and outcome



- Discovery of documents, discussions, thoughts, or notes in the evaluation process
- Identification of evaluation staff

#### 5.3.3.3 – Additional Provisions

Nothing in this policy shall prohibit the release of the solicitation scoresheet after award announcement. Generally, once an award is made in a “best value” solicitation, in accordance with DCRO §2-523, solicitation documentation, including evaluation documents, becomes a public record.

In a good faith effort to comply with DCRO §2-581, the Purchasing Services Division shall include the date of a debriefing as a milestone in the protest process; that is, it is a date from which an “aggrieved offeror” has fourteen (14) days to protest the award of a contract.

#### 5.3.4 - Contract Execution

The process of contract preparation should begin once the evaluation committee has determined which party to award, and once all contract negotiations are completed. The Purchasing Services Division will manage the contract execution process. Work under the contract shall not begin until a contract is fully executed.

### 5.4 - Sole Source Procurements

A sole source procurement is defined as a procurement without competitive bidding, is authorized under limited conditions, and is subject to written justification documenting the conditions which preclude the use of a competitive process.

*A contract may be awarded for a supply, service, or construction item without competition when the purchasing services manager determines in writing that there is only one source for the required supply, service, or construction item. DCRO 2-542(d)(1)*

In determining whether an item or service is justified as a sole source, the Purchasing Services Manager and Deputy County Administrator/CFO carefully consider whether any of the following criteria are met:

Is this a procurement...

- Where the compatibility of equipment, accessories, or replacement parts is the paramount consideration.
- Where service must be obtained from original equipment manufacturer (OEM) in order to maintain equipment operation.
- Where the specialized needs of the department require a specific item or service from a single source
- Where other circumstances not otherwise listed necessitate a sole source so that the best interests of the County are served

The Purchasing Services Manager must issue their decision in writing with concurrence from the Deputy County Administrator/CFO. This process is completed using the Sole Source Justification Form. The Sole Source Justification Form may be viewed in Appendix D.

**Formal Sole Source Procedure:**

- Department emails the Sole Source Justification Form signed by the department head to the purchasing inbox.
- The Purchasing Services Manager will review the request and may either sign off on the justification form or request changes or additional documentation from the department.
- Once the justification form is signed by the Purchasing Services Manager, it is sent to the Deputy County Administrator/CFO for review and final approval.
- If a contract is needed, once the Deputy County Administrator/CFO has reviewed and approved the justification form, the department works with the Purchasing Services Division to prepare the contract for County Attorney’s review. Once the County Attorney has reviewed and approved the contract, the contract may be executed by the County Administrator.
- The Purchasing Services Manager or using agency uploads a signed copy of the Sole Source Justification Form to the Naviline requisition and approves the requisition.
- Note: The County Administrator, in addition to the Purchasing Services Manager and Deputy County Administrator/CFO, must sign off on all sole source justification forms where the total value of the estimated award is over \$75,000.

**5.5 - Cooperative Purchasing Policy**

**5.5.1 - Authorization for Cooperative Procurements**

The Procurement Code, in Sec. 2-592 authorizes the County to procure goods and services via cooperative procurement agreements when it is in the County’s best interest to do so.

Procurement staff seeking to purchase goods or services based on a cooperative procurement agreement should conduct their due diligence to determine whether a cooperative procurement agreement is suitable for County use. Questions to ask could include:

- Did a national evaluation team comprised of public procurement professionals from multiple subdivisions participate in the creation, evaluation, and award processes?
- Does the cooperative conduct independent third-party supplier audits to ensure contract compliance?
- Does the cooperative have adequate staff relative to the number of awarded suppliers?
- Does the cooperative conduct regularly scheduled performance reviews with supplier executives to evaluate performance and compliance?

Authorized Cooperative Procurement Programs
HGACBuy <a href="http://www.hgacbuy.org">www.hgacbuy.org</a>
Keystone Purchasing Network (KPN) <a href="http://www.thekpn.org/ct/">www.thekpn.org/ct/</a>
NCPA <a href="http://www.ncpa.us">www.ncpa.us</a>
Omnia Partners <a href="http://www.omniapartners.com">www.omniapartners.com</a>
Sourcewell <a href="http://www.sourcewell-mn.gov/">www.sourcewell- mn.gov/</a>
State of South Carolina <a href="https://procurement.sc.gov/agency/contracts">https://procurement.sc.gov/agency/contracts</a>
TIPS-USA <a href="http://www.tips-usa.com">www.tips-usa.com</a>
...and more.

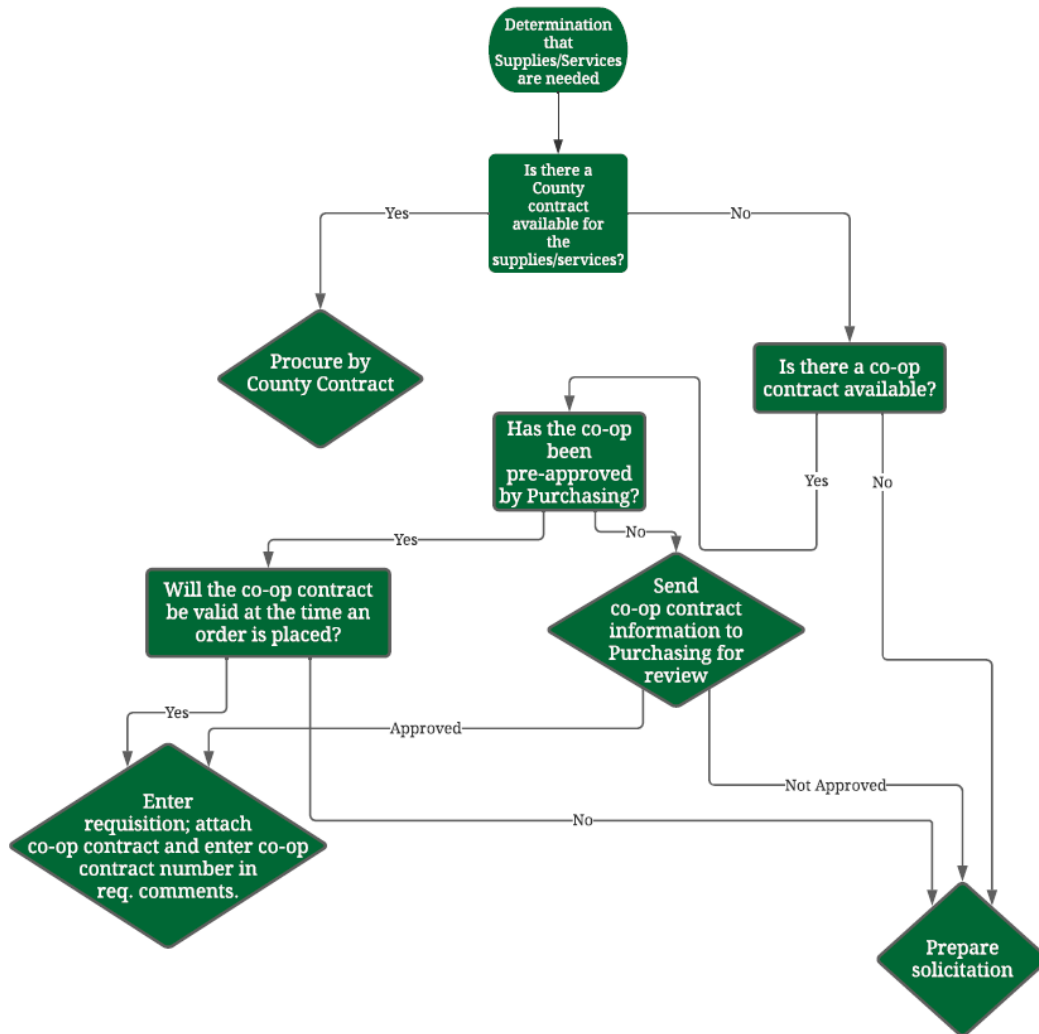
- Does the cooperative agreement contain terms and conditions that require the supplier to provide its best government pricing?

These are some of the questions to ask when evaluating a cooperative organization instead of issuing a solicitation to award a contract. It is imperative that procurement staff conduct the appropriate research, collect all documentation necessary for the contract file, and follow the County’s contracting process (see Article 7 – *Contracts Required* to determine whether a contract is needed for a cooperative purchase).

### 5.5.2 – Cooperative Procurement Strategy

The Purchasing Services Division has developed a strategy for analyzing and determining the best practice use of cooperative contracts. We have implemented the flowchart depicted below to assist County end users in determining whether a cooperative or County solicitation would better fit a potential procurement for a supply or service. Users should also utilize the checklist in item 5.5.1 as well as the other resources listed in this section.

Cooperative Procurement Strategy Flow Chart



### 5.5.3 – Finding a Cooperative Procurement Agreement

Currently, the Purchasing Services Division has “pre- authorized” several cooperative organizations for County use. These organizations have been carefully vetted against the criteria listed above, including whether the organizations solicit their cooperative procurement agreements with methodology consistent with the County’s procurement process. Using agencies may utilize cooperative procurement agreements with the organizations listed in the sidebar, but should always ensure the appropriate documentation is in place for a cooperative purchase.

The member information for the cooperative procurement organizations listed above is kept on the Purchasing Services Division’s Public Drive found on the County’s Teams channel.

Another excellent resource for procurement staff that are searching for a cooperative procurement agreement is CoProcure - <https://www.coprocure.us/>. CoProcure allows procurement professionals to search thousands of cooperative procurement agreements across the US to potentially procure the goods or services needed by a using agency.

#### 5.5.4 - Documentation Required for Cooperative Procurements

Generally, when documenting a purchase procured via a cooperative procurement agreement, the burden of proof lies with procurement staff to produce the following documentation:

- The cooperative procurement contract is current (not expired).
- The cooperative procurement agreement was solicited by a competitive procurement process (not negotiated) consistent with the Dorchester County procurement code.
- A written agreement signed by the Purchasing Services Manager that authorizes the County to purchase from the Cooperative (unless it is a State of South Carolina cooperative procurement agreement).
- If the purchase is from a cooperative procurement organization that has not been “pre-approved” by the Purchasing Services Manager in Section 5.5.2 above, the department should seek approval from the Purchasing Services Manager prior to starting the purchasing process.

Ultimately, the departmental staff requesting the purchase is responsible for ensuring the documentation meets the standards laid out in this Section and should assemble and vet the documentation to ensure it meets the standard for authorization by the Purchasing Services Manager, as needed.

## 5.6 - Emergency Purchases

The process for authorizing emergency procurements is outlined in 2-542(g), *Emergency procurement*. This section of the Procurement Code defines an emergency as...

*...when there exists a threat to public health, welfare, or safety under emergency conditions, or where normal daily operations are affected; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. -Sec. 2-542(g)*

In these cases, an emergency procurement justification form, requesting authorization of an emergency procurement, should be signed by the department head, and sent to the Purchasing Services Manager. An example of the emergency procurement justification form is located in Appendix D. The Purchasing Services Manager will review and approve the emergency procurement justification form and send it to the Deputy County Administrator/CFO, who will authorize the emergency procurement and provide additional instruction as needed.

Because the competitive threshold at Dorchester County is \$5,000, the emergency procurement justification form should be sent for any emergency purchases over \$5,000 where competitive procurement is not practicable given the stated criteria above. The emergency procurement justification form is not needed for procurements under \$5,000. However, the staff member that is working to resolve the need should try to solicit three quotes, if at all possible.

## 5.7 – Exemptions from Source Selection

The following supplies and services are exempt from the Purchasing Service Division's source selection requirements.

1. Advertising time or space in newspapers, radio, television, professional journals, publications, or social media.
2. Works of art for public display.
3. Published books, maps, periodicals, and technical pamphlets.
4. Postage stamps and postal fees and U.S. Post Office box rentals.
5. Professional training.
6. Conference facilities.
7. Maintenance on equipment that must be provided by the original equipment manufacturer or an authorized dealer.
8. Chemicals for mosquito control.
9. Maintenance services for aircraft.
10. Services provided by public utilities (gas, electricity, water, and sewer) subject to rate regulation by the Public Service Commission.
11. Professional dues and registration and membership fees.
12. Attorneys and legal services.
13. License and Maintenance agreements for computer software, after such software has been purchased subject to the provisions of the ordinance.
14. The procurement of copyrighted educational films, filmstrips, slides and transparencies, CD ROM documents, data bases, computer assisted instructional materials, 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.
15. The purchase of goods, products, and services from the South Carolina Department of Corrections, Division of Prison Industries.
  16. Payment to the State against purchases made from the State.
  17. All insurance premium and self-insurance claims.
  18. Monthly fees for Medical Director for Fire Department and EMS.
  19. Hospital fees.
  20. All payments to Federal and State agencies, (e.g., unemployment taxes, fees to Coastal Council).
  21. Travel and lodging that adheres to established Human Resources policies.
  22. Medical services, including hospitals, drug screening, primary and urgent care, and physicals. This does not include procurement of services, goods, or other equipment in the Fire Department or EMS.
  23. Financial advisory services for the purposes of monitoring the county's financial condition and supervising the issuance of debt.
  24. Auto body repairs, glass replacements, and contracted vehicle maintenance.

## 5.8 – Unauthorized Procurements

Any purchase made contrary to the provisions listed in the procurement code **and/or this policy manual** shall be considered as unauthorized purchases and shall become the responsibility of the individual making such procurement, unless waived by the County Administrator.

For an invoice to be processed that resulted from an unauthorized purchase, a written statement explaining why this procurement did not follow purchasing procedures must be submitted to the County Administrator with a copy to the Purchasing Services Manager.

Upon the County Administrator's approval, the invoice will be processed for payment.

## 5.9 - Protests

The procurement code provides the requirements of protests by bidders/proposers in Sec. 2-581 *Pre-litigation resolution of controversies*. The code provides the following structure for protests:

- Protests must be received by the Purchasing Services Manager within 14 days of the time when the “aggrieved person knows or should have known of the facts giving rise thereto.”
- The Purchasing Services Manager may discuss the protest and resolve it by mutual agreement with the protestor. A written summary of the protest resolution shall be issued.
- If mutual agreement is improbable or unattainable, the Purchasing Services Manager must issue a written decision within ten days. The decision must state the reasons for the decision and inform the protestor that they have the right to appeal the decision before the procurement appeals board.
- The procurement appeals board is detailed in Sec. 2-583 *Procurement appeals board*. The members are appointed by County Council.
- If the appeal is rejected by the procurement appeals board, the protestor may then further appeal to the courts of the State of South Carolina.

## 5.10 – Suspension, Debarment, and Determination of Non-Responsibility

Fair and open competition is a pillar of public procurement. However, there are times when a contractor fails to meet deliverables set forth in a contract, or otherwise demonstrates that they are not capable to serve as a County vendor. In these cases, the County has three options to ensure that the County’s needs are well-served.

1. Suspend the vendor for a period of up to three months.
2. Debar the vendor for a period of up to three years.
3. Determine that the bidder/offeror is not a responsible bidder/offeror upon evaluation of a bid/proposal.

The procurement code states that “The authority to debar or suspend shall be exercised in accordance with regulations.” Thus, this policy shall regulate the exercise of debarment and suspension authority. DCRO Chapter 2, Article VI, §2-521 – §2-614 shall be the basis for these regulations. This policy shall also regulate the related authority for the determination of non-responsibility of a bid or offer.

The procurement code directly outlines some criteria for debarment and suspension, but the determination of non-responsibility is mostly left to interpretation. This policy will address all three consequence options, establish criteria for their use, and establish the authority of the associated parties to rule, if needed.

### 5.10.1 - Causes for Suspension, Debarment, and Determinations of Non-Responsibility

First, this policy will address the causes for debarment and suspension. The causes for debarment or suspension are laid out in the procurement code, as follows.

- a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a county contractor;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Services Manager to be so serious as to justify debarment action:
  - i. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- e. Any other cause the Purchasing Services Manager determines to be so serious and compelling as to affect responsibility as a county contractor, including debarment by another governmental entity for cause.

f. For violation of the ethical standards set forth in South Carolina State Ethics Act.

### 5.10.2 - Separation of Causes by Penalty

While the causes for debarment or suspension are specified in the procurement code, there is no direction given on which offenses warrant a debarment vs. a suspension. Therefore, the following regulations shall apply:

- a. Item 5.10.1(a), Item 5.10.1(b), Item 5.10.1(c), and Item 5.10.1(f) shall automatically invoke a debarment period of not less than two years. The Purchasing Services Manager, in a written decision and with concurrence from the County Attorney, shall determine whether an offense in these categories warrants a three-year debarment period.
- b. Item 5.10.1(d)(i) and Item 5.10.1(d)(ii), shall automatically result from a termination for default on a County contract. If a County contract is terminated for default, a suspension period of not less than three months shall apply. These may also result in debarment; see Item 5.10.4(c) for details.
- c. Item 5.10.1(e) shall be determined on a case-by-case basis, but additional guidance may be found in Item 5.10.4(a)-5.9.4(c) and Item 5.10.5(a)-5(o).
- d. In all cases, the Purchasing Services Manager shall follow the suspension and debarment processes laid out in further detail in these regulations.

### 5.10.3 - Suspension

The procurement code states in §2-581(b)(1):

*(1) Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing services manager, after consultation with the county attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. The same officer, after consultation with the county attorney, shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three months. The authority to debar or suspend shall be exercised in accordance with regulations.*

The procurement code first establishes that for a vendor to be suspended, they must be given reasonable notice (of the criteria for suspension/debarment) and reasonable opportunity to be heard (respond). Therefore:

- a. For the purposes of this policy, a written notification to the vendor of an impending suspension or debarment period must be issued from the Purchasing Services Manager.
- b. No further action shall be taken for ten business days to allow the vendor sufficient time to respond to the communication.
- c. If communication is received, the communication shall be evaluated, and the Purchasing Services Manager shall determine whether to rescind the action(s) or begin the suspension or debarment period within five business days.
- d. Final notice of the decision shall be sent to the vendor. The date of the final notice is the date upon which the suspension or debarment period shall begin. The final notice shall also inform the vendor of their rights to administrative review to the procurement appeals board.



Suspension of a vendor may also occur in the interim period between suspension and debarment if there is sufficient evidence to indicate that the vendor will likely be debarred. However, this shall not occur without first following the process laid out in 5.10.3(a)-5.10.3(d). The procurement code also stipulates that the period for suspension shall not exceed three months. Therefore, it is critical that debarment proceedings are conducted in a timely manner. As established in 5.10.2(b), a suspension period of three months is applied when a contract is terminated for default.

Thus, the only two times when it is permissible to issue a suspension period to a vendor under this policy are:

- 1) After a contract has been terminated for default, or,
- 2) In the interim period during debarment proceedings.

The procurement code also stipulates:

*The Purchasing Services Manager shall issue a written decision within 30 days to debar or suspend.*

The question that has arisen in the past has been – “30 days from what date?”. Therefore, to specify, the written decision to suspend a vendor must be issued within 30 days either from the date of contract termination for default under Item 5.10.2(b) and within 30 days of the date of debarment notice under Item 5.10.3(a).

The procurement code also requires that the written decision or “final notice” as specified in Item 5.10.3(d) must include the reasons for the actions taken as well as informing the vendor of their rights to an administrative review (appeal) to the procurement appeals board.

#### 5.10.4 – Debarment

Debarment has the same effects on a vendor as suspension; that is, the inability to be considered for the award of County contracts for a specified period of time. However, the maximum period for a debarment is three years. Because of the serious nature of this penalty, it is reserved for serious infractions as stated in Item 5.10.2(a).

The process described in Items 5.10.3(a)-(d) shall apply also to the debarment process. Additional regulations for debarment are as follows:

- a. Vendors who have been suspended, and within one calendar year of the beginning of the suspension, are subject to additional suspension or debarment proceedings, shall be debarred for a period not less than three years.
- b. Vendors who have been debarred by another county or municipal government in South Carolina shall also be debarred in Dorchester County for the same period debarred in the other public entity; however, the total period of Dorchester County debarment shall not exceed three years. Notification of debarment shall occur with reasonable promptness after Dorchester County is notified or obtains knowledge of debarment by another public agency.

- c. Vendors whose contracts are terminated by default, such that the County suffered a significant financial loss or time delays, shall be subject to a debarment period of not less than one year. The Purchasing Services Manager, in a written decision and with concurrence from the County Attorney, shall determine whether an offense in these categories warrants a longer debarment period.

### 5.10.5 – Determination of Non-Responsibility

Because the procurement code does not specify a process for determination of non-responsibility, the Purchasing Services Division shall follow this process:

- a. When bids or offers are received, the Purchasing Services Division shall examine the bids or offers for responsiveness and responsibility.
- b. If the responsibility of a bidder or offeror is called into question, the Purchasing Services Manager shall issue a written decision within thirty days of the bid or offer submission, or within thirty days of the discovery of information which could qualify a bidder or offeror for a determination of non-responsibility, but before an award is made.
- c. The determination of non-responsibility may be appealed pursuant to §2-581(a)(1) *Right to protest* and shall be treated as a protest, for the purposes of resolution by the Purchasing Services Manager and procurement appeals board.

The procurement code specifies that in the case of both competitive sealed bidding [§2-542(a)(9)] and competitive sealed proposals [§2-542(b)(8)] that an award for a County contract must be made to a “responsible and responsive” bidder or offeror.

A responsible bidder or offeror is defined in the procurement code in §2-522 as “a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.”

There may be some cases in which a bidder or offeror’s “integrity and reliability to assure good faith performance” may be called into question by the Purchasing Services Division. The following list includes, but is not limited to, factors which may cause the Purchasing Services Division to assess a bidder or offeror as non-responsible in response to a submitted bid or proposal.

- i. Official letters of concern issued on previous County contracts, within the last two years.
- ii. Withholding of payment(s) for damages which the contractor did not address, within the last two years.
- iii. Documented safety concerns while performing on County contracts.
- iv. Lapse of insurance coverage or failure to provide required insurance coverage while performing on County contracts.
- v. Failure to meet contract deadlines on previous County contracts.
- vi. Failure to honor a warranty on products or services, as required by the County.
- vii. Documented reports of impropriety on contracts with other public agencies.
- viii. Poor references from past customers, whether listed in the bid or offer, or not.
- ix. Documented evidence of collusion, price-rigging, or other ethical criteria.

- x. A documented conflict of interest between the vendor and County staff or elected officials.
- xi. Failure to list requested exceptions on the exceptions form in a submitted offer.
- xii. Documented evidence that calls into question the financial stability of the vendor.

## 5.11 – Spot Buy Policy

Spot buying over the competitive threshold is permitted in circumstances where there is sufficient evidence that the spot buy is in the County's best interest and outweighs the risk of litigation or protest. Wherever possible, spot buys should attempt to use established public contracts, and seek approval from the highest authority practicable, preferably the County Administrator's Office. *See Purchasing Policy Memo dated August 2, 2021.*

## Article 6 - Contracts and Purchase Orders Policy

### 6.1 - Contracts Required

Formal, written contracts are specifically required in many distinct circumstances in the Procurement Code, perhaps most notably as a result of a formal solicitation (IFB/RFP/RFQ/Qualifications). However, in some cases, even when the procurement code references “contract” or “contractual services,” it may not necessarily require a formal, written contract in the traditional sense. A contract does not necessarily take a specific form; a contract is the written instrument by which parties establish their obligations, so it can take many forms. The most notable example of this would be a purchase order, to which are attached certain terms and conditions, as well as what goods or services are required by the vendor. A County purchase order, for example, may thus be viewed as a contract for some purchases.

Currently, formal, written contracts are required in the following situations:

- As the result of all formal (over \$75,000) Invitation for Bids processes.
- As the result of all Request for Proposals or Request for Qualifications processes (any amount).
- As the result of certain informal (under \$75,000) solicitations, such as a Request for Quotes, when the vendor or County desires to attach special terms and conditions or deliverables that lie outside the bounds of the generic purchase order terms and conditions.
- As the result of a sole source purchase process or cooperative purchase process, when the vendor or County desires to attach special terms and conditions or deliverables that lie outside the bounds of the generic purchase order terms and conditions.

A common example of a purchase that may require a contract, although it would be under the \$75,000 threshold, would be a sole source software purchase in which the vendor requests that the County sign a Statement of Work (SOW). Another example could be a solicitation for annual maintenance services under the \$75,000 threshold, but in which the County requires specific deliverables at specific intervals throughout the year. Ultimately, the procurement code gives the Purchasing Services Manager the authority to determine whether a contract will be required, and what the terms and conditions of the contract will be.

### 6.2 - Contract Term

The default contract term for all County contracts is one year, with up to four one-year renewals. There are some commodities or services for which it may be in the County’s best interests to deviate from this policy, whether that deviation is a shorter period, longer period, or in the number of renewals offered. Deviations from this standard policy may be requested prior to the posting of the solicitation by contacting the Purchasing Services Manager in writing. The Purchasing Agent to whom the contract is to be assigned should also be carbon copied (CC) on the request. The request should state the desired term and include a justification detailing why the deviation is being requested. Once approved, the Purchasing Agent assigned to the contract will retain the approval in the contract file.

### 6.3 - Contract Execution

The Procurement Code, in Section 2-561, authorizes the County Administrator to execute contracts for the procurement of goods and services. Using agencies are not authorized to sign contracts or contract modifications, such as change orders, amendments, or task orders, unless specifically granted such authority by another ordinance or if delegated in writing by the County Administrator. If a vendor asks department head or other non-approved personnel to sign a contract or agreement, the Purchasing Services Manager should be notified to determine appropriate steps for contract execution.

The Procurement Code does authorize the Deputy County Administrator/CFO to execute change orders not exceeding \$25,000.

Any contract executed by an authority other than the County Administrator (or his specific designee) may be an invalid contract to which the County is not bound.

Contract and contract modification review, approvals, and execution should be routed through the Purchasing Contract Routing Form on the County's SimpliGov system. Although the Purchasing Services Division staff typically manages the contract execution process, in some cases, department staff manage the execution process instead, if delegated in writing by the County Administrator or a Deputy County Administrator.

### 6.4 - Contract Renewals

Contracts may be renewed at the discretion of the County. Both the Purchasing Services Division and the using agency must agree to renew the contract. The Administrative Support Specialist in the Purchasing Services Division monitors the status of all County contracts and assists the Purchasing Services Division and departmental staff with ensuring renewals are processed in a timely manner. Renewals should be fully executed by the current contract termination date whenever possible. Failure to process a renewal by the current contract termination date could result in the premature termination of a contract.

At the time of renewal, the following documentation is required to be verified in order to fully process the renewal:

- The vendor should provide an updated Certificate of Insurance with the required coverages, showing the new effective dates.
- The Purchasing Services Division must check to ensure that the vendor is in good standing with the State of South Carolina.
- The renewal must be signed by the County Administrator.

It can also be advantageous for the Purchasing Services Division to run a usage report showing the actual dollars spent against the contract within the current contract term. If the contract is being infrequently utilized, it may not need to be renewed.

The renewal timeframe is also an ideal time to ensure that there are not better options for procuring the services or commodities through other means, such as a cooperative contract.

## 6.5 - Contract Amendments and Change Orders

While largely a matter of semantics, *amendments* to a County contract typically involve changes to a non-construction contract, while *change orders* have traditionally been used to describe additions to a construction contract. Contract amendments are usually restricted to administrative requirements only; the vendor or County typically may not change material aspects of the solicitation (quantity, price, specifications) through an amendment. However, the Purchasing Services Manager may approve other criteria for an amendment as needed.

Using agencies should utilize the contract amendment and change order templates provided by the Purchasing Services Division on the P Drive whenever possible. In addition, change orders or amendments for contracts which are one-time purchases should generally not exceed 30% aggregate of the original contract value.

Additional guidelines include:

- The contractor should sign the change order/amendment prior to the County Administrator.
- The Department should verify available funding prior to the execution of the change order. Once a change order is fully executed, it should be emailed to Purchasing so that the corresponding purchase order can be adjusted accordingly.

## 6.6 - Purchase Orders

Purchase Orders constitute a binding contract with a contractor to perform a scope of work or to provide a commodity. They are signed by the Purchasing Services Manager.

Requisitions are submitted in Naviline to obtain a County purchase order, and must be approved through the requisition workflow that has been established based on various criteria.

**Requisitions for County purchase orders must be submitted prior to the work or services being performed. Submission of a requisition after work or services have been performed constitutes an unauthorized purchase. For this reason, invoices should never be attached to the requisition – quotes should always be attached.**

There are some situations in which purchase orders can be changed. Any changes to purchase orders must be submitted to the Purchasing Services Division via the purchasing inbox. Requests to have purchase orders cancelled, reprinted, or resent to the vendor may also be made.

### 6.6.1 - Blanket Purchase Orders and Inverted Purchase Orders

A blanket purchase order (BPO) is an agreement to purchase a given quantity of specific goods over a specified period of time, usually one year. The use of blanket purchase orders makes it easier for departments to facilitate better budgeting. The department is able to issue one blanket purchase order for supplies and services against a contract, then call in orders for supplies and services without entering additional requisitions during a fiscal year.

An inverted purchase order (IPO) is used to process payments for contractual purchases, on which periodic payments are made (copier leases, construction contracts, rentals, garbage collection and disposal). The entire contracted amount is encumbered against the designated account, and the buyer receipts against the amount throughout the year. Departments are only authorized to use inverted purchase orders created by their own department.

The list that follows is a summary of the regulations that govern the creation and use of IPOs and BPOs at the County:

- a. BPOs are set up by Purchasing; IPOs are set up by the department.
- b. BPOs may be used by any department; IPOs may be used by only the issuing department.
- c. IPOs are preferred to BPOs, as they encumber the funds upon PO generation, whereas BPOs do not. Thus, using IPOs encourages better accounting practices.
- d. BPOs and IPOs may be issued against a valid County, State, or cooperative contract for any amount. Again, IPOs are preferred to BPOs, but BPOs may be more practical in the case where multiple departments use a contract.
- e. BPOs or IPOs not issued against a valid contract as described in (4) may not exceed \$5,000 per fiscal year.
- f. Small purchases are strongly encouraged to be made via P-Card rather than BPO/IPO as there is less administrative burden to process the purchase/payment.

### 6.6.2 – Field Purchase Orders

A field purchase order (FPO) is a type of purchase order with a pre-approved maximum value (not to exceed \$800) used to expedite the procurement of NONRECURRING goods and services necessary for business operations under delegated authority to field staff. Unlike regular purchase orders, they are not to be used to place orders. Generally, FPOs should only be used when “out in the field” for small purchases or on traveling/training or reimbursement-type payments, however, exceptions may be granted. The Purchasing Services Division processes all FPOs.

# Article 7 - Special Programs Policy

## 7.1 – Vendor Preference Program

The County may give preference to bids/proposals/quotes from firms which have physical business address located in Dorchester County. However, the preference is only narrowly applicable:

*The lowest responsive and responsible Dorchester County vendor, if any, who is within five percent of the lowest non-Dorchester County vendor which would be awarded the bid may be given the opportunity to match the bid submitted by the non-Dorchester County vendor and thus be awarded the bid for the provision of goods, supplies or construction services. This preference shall be applicable only to solicitations by Dorchester County for goods, supplies, and construction services which are \$75,000.00 or more in value. Sec. 2-612*

For vendor preference to be applicable, all of the following must be true:

1. The bid or proposal must represent a price \$75,000 or more in value.
2. The bid or proposal must be for goods, supplies, or construction services – vendor preference is not applicable to professional services.
3. The bid or proposal must be within 5% of the low bid or proposal.

Vendors claiming vendor preference must also have a valid Dorchester County business license at least one year old (prior to the bid opening or proposal due date) and provide proof of payment of all County taxes and fees.

However, there are additional criteria that must be met by the vendor itself. These are defined in Sec. 2-611 and include:

- The vendor must be authorized to transact business within the state
- The vendor must have a physical business address located within the County
- The vendor must have a valid Dorchester County business license OR a valid business license issued by one of the municipalities located within Dorchester County for a period of 12 months or more prior to the bid opening date
- The vendor must provide proof of payment of all applicable Dorchester County taxes and fees.

The Purchasing Services Manager shall verify that the appropriate criteria have been met before awarding a bid based on the local vendor preference.



# Article 8 - Disposal of County Property Policy

Section 2-572 designates the Purchasing Services Manager as the authority over the disposition of surplus stock. There are a few formal definitions in the Procurement Code which define the surplus disposition process.

## 8.1 - Definitions

**Excess Supplies** - Any supplies other than expendable supplies having a remaining useful life but which are no longer required by the using agency in possession of the supplies.

**Expendable Supplies** - All tangible supplies other than nonexpendable supplies

**Nonexpendable Supplies** - All tangible supplies having an original acquisition cost of over \$500.00 per unit and a probable useful life of more than one year.

**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.

## 8.2 – Disposal Policy

Excess Supplies shall be transferred to the relevant support agency for the items. For example, an excess vehicle would be transferred to Fleet Maintenance, an excess desk would be transferred to Facilities Management, and an excess computer would be transferred to Information Technology. If there is a question regarding the transfer of supplies, the using agency shall send an inquiry to the Purchasing Services Manager, who will determine the best transfer destination in consultation with the Asset Manager.

However, if the relevant support agency determines that the Excess Supplies are no longer required by the County, they may follow the procedure for disposal set forth in the Surplus Supplies policy herein.

Expendable Supplies with a value of less than \$500.00 shall be, in order of preference, donated to charity, recycled (if possible), or discarded, in accordance with the regulations set forth below.

Expendable supplies with a value of greater than \$500.00 shall follow the policy for Surplus Supplies herein. The \$500.00 limit applies to the aggregate amount of any group of supplies; for example, if a department has five of the same model of gizmos that have been determined to be expendable at the same time, and the estimated value is \$100 each, the department should follow the policy for Surplus Supplies. If the aggregate value of the group of items is less than \$500.00, then the policy for Expendable Supplies applies.

### *Donation to Charity*

Expendable supplies that a department wishes to donate to charity may be donated, provided that the following items are submitted to and approved by the Purchasing Services Manager:

- A conflict-of-interest form signed by the department head
- A W9 from the organization and any other documentation that clearly demonstrates the organization's nonprofit status

Nonexpendable Supplies shall follow the policy for Excess Supplies.

Surplus Supplies shall be auctioned on a public auction platform, subject to the additional regulations herein.

- a. Fixed Asset Disposal policies must be followed and Fixed Asset Disposal workflow completed prior to the item(s) being sent to auction.
- b. If an item or group of items does not require Fixed Asset Disposal workflow, the Non-Fixed Asset Disposal workflow must still be completed prior to sending the item(s) to auction.
- c. Using agencies that auction items without completing the Fixed Asset Disposal/Non-Fixed Asset Disposal workflows or going through the approved channels shall be considered to be in violation of these regulations and may be subject to penalties including, but not limited to, disciplinary measures and/or revocation of disposal privileges.

#### *Vehicle Surplus*

The Fleet Maintenance Director will review the maintenance and repair records of vehicles and determine whether to keep the vehicle in the fleet or to surplus the vehicle due to condition or maintenance costs. Surplus vehicles may be disposed of only after the Fixed Asset Disposal workflow is completed.

#### *Electronic Device Surplus*

The Chief Information Officer will review the County's formal or informal strategic plan related to the acquisition, maintenance, and useful life of the County's electronic devices, including telephones, mobile phones, laptops, networking equipment, etc., and dispose of them in a manner consistent with these regulations, with the exception that devices in which data security is essential may be securely recycled or destroyed rather than auctioned.

#### *Preparation, storage, pickup, and transportation of surplus items*

Whenever possible, the using agency that is disposing of the items should neatly package the items and store them in a secure location until they can be disposed of. If the items need to be moved to another location, the using agency should submit a ticket in KACE to Facilities Management and coordinate the transportation of the surplus supplies to the other location.

#### *Purchase of surplus by employees*

Any employee of the same agency that is auctioning the surplus supplies may not bid on an auction for surplus supplies. Further, any employee that identifies an item as surplus property or is involved in the sale shall be prohibited from participating in the purchase of that property. However, if other County employees wish to purchase surplus property for personal use, they must follow the same procedures as the general public and bid on the items. Under no circumstances shall any surplus property be sold to an employee or member of an employee's household at a private sale. The winning bidder must follow the standard procedures for payment and pick-up of merchandise upon notification of auction award. Be sure to read "Terms and Conditions" before bidding on merchandise.

## Article 9 – Additional Regulations

*The purchasing services manager shall promulgate regulations pertaining to procurement by the county. The purchasing services manager shall not delegate his authority to promulgate such regulations. – DCRO §2-533*

No ordinance can contemplate a solution to every unique problem or opportunity that may arise in a particular situation, or regulate the minutiae of every process to the degree needed, and the procurement code is no different. In consideration of public procurement best practices, the written language of the procurement code, and consultation with County leadership, the following regulations have been promulgated by the Purchasing Services Manager as they relate to various procurement subjects.

1. Requisitions
  - a. Requisitions for purchases above \$5,000 must include, at a minimum, a copy of the quote, as well as a legal justification for the purchase in the comments or description fields in the County’s financial system of record (Naviline).
  - b. Attach documentation supporting the purchase such as quotes, email threads, etc. Excessive support is better than having items returned through the entire approval process for lack of justification.
  - c. Comments on projects/special circumstances to give specifics about the project are encouraged to be able to cross reference the requisition comments to avoid having to reach back out to departments for additional information.
2. Solicitations
  - a. Solicitation requests shall be sent to the purchasing inbox and contain a draft copy of the specifications.
  - b. Construction projects must be advertised for a minimum of thirty (30) calendar days unless otherwise approved by the Purchasing Services Manager.
  - c. Requests for Proposals and Requests for Qualifications must be advertised for a minimum of fourteen (14) calendar days unless otherwise approved by the Purchasing Services Manager.
3. Contracts
  - a. Change orders or amendments for contracts which are one-time purchases may not exceed 30% aggregate of the original contract value. If it is necessary to exceed the 30%, the using agency should send a justification memo from the department head to be placed in the contract file by the Purchasing Services Manager.
4. Purchase Orders
  - a. No Blanket Purchase Orders (BPOs) may be issued above \$5,000 for non-contracted supplies/services, and such BPOs are not to exceed \$5,000 cumulatively per year without obtaining quotes or soliciting formal bids for the supplies/services. Exceptions may only be granted in writing by the Purchasing Services Manager on a case-by-case basis.
  - b. Purchase Orders will not be altered after issued unless it is a minor reduction or revision that does not significantly alter the original approved PO or increase the purchase amount.

## 5. Invoices

- a. Invoices shall be submitted by using agencies to the purchasing inbox for processing by the Purchasing Agents/Purchasing Administrative Support Specialist.
- b. The using agency shall compare their invoices to the relevant purchase orders, to make sure the price, quantities, and other items match before receipting the line items in Naviline. If there are any changes that need to be made to the purchase order, those changes must be emailed to the purchasing inbox prior to receipting.
- c. If an invoice is split between multiple using agencies, the department submitting the invoice must ensure all lines (from all departments) have been receipted prior to submitting the invoice to the purchasing inbox.
- d. Invoices shall be submitted to the purchasing inbox bundled in one .pdf document along with all receipts or documentation pertaining to the invoice.
- e. If a document needs to be mailed with a check, such as a registration form or letter, the using agency must include a copy of it first in the .pdf document.
- f. If an invoice is being submitted for processing that is split between fiscal years, the .pdf must include, first: a copy of the voucher, followed by a copy of the invoice, followed by any supporting documentation, followed by a copy of the invoice (with purchase order written/typed on invoice), along with any supporting documentation.
- g. The PO number must be written or typed onto the invoice, not in the body or subject line of the email.
- h. If there are any special instructions pertaining to the check delivery, such as sending the check back to the department for issuance, these must be written or typed onto the invoice/voucher/PO, not in the body or subject line of the email.
- i. When sending emails to the purchasing inbox, separate emails must be sent for each vendor or purchase order. The subject line of the email must include the vendor name, purchase order number, and the number of invoices that are attached. For example, “Hutto Ace Hardware – PO 223323 – 3 invoices”.
- j. Using agencies shall not send multiple and/or mixed invoices in one email attachment. As previously noted, invoices should be in separate attachments, and further separated by vendor. This is for audit and organization purposes.
- k. Using agencies shall not send ordering slips in lieu of invoices or documentation. Ordering slips have no place in the County’s invoice processing.
- l. If a purchase order has multiple lines, using agencies must reference the line number(s) from your purchase order on your invoice.
- m. If sales tax is due on the invoice, but it is not included on the invoice, the using agency must write or type “sales tax due” on the invoice to ensure sales tax is added during processing.
- n. If sales tax is due on the invoice, but sales tax is not enabled on the purchase order, please ensure to inform Purchasing in the invoice submission email.
- o. If an invoice has both taxable and non-taxable line items, the requisition/purchase order must also include separate lines to ensure the taxes can be assessed appropriately.

- p. Invoices must be received by noon on Monday to be included in the current week's Friday check run.
  - q. Invoices sent for processing against a Field Purchase Order (FPO) must include a copy of the Field Purchase Order as the first page in the .pdf.
6. Vehicles
- a. Repairs to all County-owned vehicles are to be carried out in the Fleet Maintenance Garage by authorized County personnel, unless specifically exempted by the Fleet Maintenance Director.
  - b. For those repairs exempted by the Fleet Maintenance Director, these repairs are exempted from the three quotes process, when obtaining three quotes would necessitate multiple teardown/rebuild and/or diagnostic charges (and time investments) that outweigh the benefit of the competitive process. This may also apply to repairs to Water & Sewer specialized vehicles.
  - c. Vehicle repairs in which the repair was estimated by the County's insurance adjuster are exempt from competitive requirements.
7. Other/Miscellaneous
- a. In consideration of the County's special work boot reimbursement program, any firm that wishes to be part of the program may submit a Work Boot Allowance - Vendor Information Form to the Purchasing Services Manager to permit inclusion into the program. Additionally, the Purchasing Services Manager shall, as periodically as they deem fit, solicit a public Request for Quotes to allow new vendors access into the program.

# Article 10 – Record Retention & County Archives Policy

While not a formal authority delegated by the procurement code, the Purchasing Services Division has nevertheless been charged with the responsibility of managing the County's record retention policy as it is applicable to the County Archives. The County follows the State's General Records Retention Schedules for County Records and uses it as the primary set of regulations for managing the Archives. This document can be found on the South Carolina Department of Archives and History website at: <https://scdah.sc.gov/records-management/schedules>.

Below are policies regarding record retention and the County Archives:

## 1. *Use of the Archives for Storage/Destruction*

- Assigned aisles and shelves are subject to change in order to accommodate the needs of each department that is utilizing space in the Archives; it is a shared space.
- If requesting more than 10 boxes be moved to the Archives, Purchasing should be provided with an exact count of boxes. If any of the boxes need to be destroyed, please include in the email. This information can be emailed to [Purchasing@DorchesterCountySC.gov](mailto:Purchasing@DorchesterCountySC.gov). A Facilities ticket will be entered by the Administrative Support Specialist, who will work with Facilities to determine space needs. The Department personnel will be notified when Facilities will be retrieving the boxes.
- Department personnel that are packing boxes for storage in the Archives must not over-fill the boxes. Room must be left for easy retrieval and repacking of records.
- Boxes being placed into the Archives must have a standard label that clearly denotes whether the records are permanent or destructible. If destructible, the label should include a destruction date that consists of, at a minimum, the month/year of destruction. The destruction date should be based on the South Carolina General Records Retention Schedules for County Records.
- Any department sending multiple boxes for destruction should affix a Destruction Form found in Appendix E at each end of the box.
- Any department permanently removing boxes is responsible for sending their ARM-11 Report on Records Destroyed Form to the Purchasing Administrative Support Specialist.
- Boxes being placed into the Archives must be standard sized "banker's style" boxes unless approved in writing by the Purchasing Services Manager.

## 2. *Archive Visits/Visitors*

- If department personnel visit the Archives to view records, they are responsible for appropriately filing their own records back into their boxes.
- Visitors must sign in/out upon arrival/departure with the Purchasing Administrative Support Specialist.

- If a visitor is removing records from the Archives, they must log the record removal with the Record Removal form and leave the form with the Purchasing Administrative Support Specialist.
- Visitors are not permitted to bring food or drinks into the Archives.
- Visitors are not permitted to leave trash in the Archives.
- Visitors are not permitted to leave any record boxes whatsoever on the Archive floor.
- Visitors are not permitted to leave an aisle blocked in Archives with boxes, ladders, or any other equipment or supplies, upon their departure from the Archives.
- Visitors are not permitted to leave furniture or other supplies, even temporarily, in the Archives without the consent of the Purchasing Services Manager.
- Visitors must return the rolling ladder, cart, and any other equipment to the designated area(s) upon their departure from the Archives.
- Visitors should turn off the overhead light when leaving the Archives.
- Visitors should report any safety or organizational concerns to the Purchasing Administrative Support Specialist.

## Appendix A – Definitions

**Actual Cost-**The actual cost of acquiring a commodity or service; in contrast to the estimated cost, or budgeted cost.

**Addendum-** Issued by the Purchasing Services Division in response to questions asked by vendors about bid specifications or to advise potential bidders of changes to bid specifications, bid due dates, etc.

**Ambiguity-** Specifications that are unclear, or which may have more than one meaning. Ambiguous specifications can result in not getting bids for what the County needs or vendors not understanding the requirement and therefore not submitting a bid.

**Amendment-** A change to a contract that was solicited as a Request for Proposals.

**Architect-engineer and land surveying services.** Those professional services within the scope of the practice of architecture, professional engineering, or land surveying.

**Article VI, Division 5, Section 2 -** The Procurement Ordinance or “Code” of Dorchester County. It defines the County laws related to procurement activities. Often referred to as “Section 2-5XX...”

**Bid-** Pricing and other conditions, such as availability, that are submitted by a vendor.

**Bidder-** A person or company that has submitted a bid in response to a Dorchester County bid requirement.

**Bid Tab or Bid Tabulation-** A written summary of all pricing submitted by bidders.

**Brand Name Specifications-** A type of specification that uses unique identifying information such as the brand name to describe the item(s) to be purchased. Should be used in conjunction with *County approved equal*.

**Budgeted Cost-** The amount budgeted for the procurement of a particular commodity or service; in contrast to the actual cost, or estimated cost.

**Business -** Any cooperation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

**Business Days-** Days when Dorchester County is open for business.

**Calendar Days-** All the days in a month, including weekends and holidays.

**Change Order-** A document submitted to the Purchasing Services Division when the original purchase order or contract needs to be changed. Unless the change is internal to the County, Purchasing Services will send a document to the vendor for signature. Does not apply to contracts that are the result of a Request for Proposals. Change orders made to a services contract solicited via RFP are often called Amendments, but they are fundamentally the same.



**Commodity/Goods-** Something useful that can be bought or sold.

**Commodity Code-** The listing of goods and services that are associated with numbers that vendors use when registering to do business with the County. Use of the proper commodity code ensures that the vendor will get notification when the County is purchasing something that the vendor sells.

**Competitive Bids-** Multiple bids, from different companies, meeting the same specifications and requirements.

**Confirming Order-** An order placed, normally verbally or email, before a County issued purchase order is sent to the vendor.

**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. See “Construction Project.”

**Construction Project-** For the purposes of regulations surrounding solicitations, a construction project is the process of utilizing labor to build, alter, repair, improve, or demolish any public structure, building or improvement to public real property, when actual costs exceed \$75,000 OR when three or more trades are involved in projects under \$75,000.

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

**Contract Modification** - Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Can be referred to as a change order, amendment, etc.

**Contractor-** Any individual or business that has a contract with the County to provide goods and/or services for an agreed upon price.

**Contract Renewal-** A clause in a contract that allows the contract to continue for a defined period of time, normally one year but possibly for longer.

**Contract Extension-** An action to extend a contract beyond its originally intended expiration date.

**Cooperative Contract-** A contract that has been established by combining the anticipated needs of two or more public entities, which allows participating entities to take advantage of volume buying discounts.

**Cooperative Purchasing** - Procurement conducted by, or on behalf of, more than one public procurement unit.

**Cost Effectiveness** - The ability of a particular product or service to efficiently provide goods or services to the county. In determining the cost effectiveness of a particular product or service, the

appropriate procurement officer shall list the relevant factors in the bid notice or solicitation and use only those listed relevant factors in determining the award.

**Cost Reimbursement Contract** - A contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of County's Procurement Code, and a fee, if any.

**County Approved Equal** - Used to indicate that an item may be substituted for a specified item if the County determines that it is equal in quality, performance, and other characteristics. Typically, the County departments evaluate whether a product is equal to the originally specified product after the bids are open if the low bid is an alternate product.

**Client Level Service Agreement**- Procurement document, signed by the department director, that indicates who is the appropriate person in their department to make recommendations to award, approve requisitions, etc. The agreements are sent out yearly, however departments are requested to provide updated information anytime there is a change in their personnel or duties. These agreements may also outline delegated authority from the Purchasing Services Division to the department.

**Data** - Recorded information, regardless of form or characteristic.

**Default** - Failure to perform in accordance with the County's contract requirements. Default may result in termination of a contract in accordance with the terms and conditions incorporated into the contract.

**Delegated Authority** - Authority given to departments by the County's Purchasing Services Manager to make their own purchases within defined parameters.

**Designee** - A duly authorized representative of a person with formal responsibilities.

**Disadvantaged Business** - A small business which is owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

**Due Date** - The specified final date for vendors to submit their pricing to the County. Formal solicitations are typically due at 2:00 P.M., while often, informal solicitations are due by 5:00 PM (close of business).

**Encumbrance** - A commitment of funds for a specific expenditure. Funds are encumbered when a purchase order is generated.

**Emergency Purchase** - Section 2-542(g), *Emergency procurement*, describes an emergency as a situation in which a threat exists to public health, welfare, or safety under emergency conditions, or where normal daily operations are affected.

**End User** - The department, division, office, or other group of employees that will ultimately utilize a purchased good or service. For example, if the Department of Human Resources wishes to purchase claim administration services via a formal solicitation, the Department of Human Resources would be referred to as the "end user." See also "using agency."

**Estimated Cost-** The amount estimated for the procurement of a particular commodity or service; in contrast to the actual cost, or budgeted cost. An estimated cost should be established by a subject matter expert.

**Excess Supplies -** Any supplies other than expendable supplies having a remaining useful life but which are no longer required by the using agency in possession of the supplies.

**Expendable Supplies -** All tangible supplies other than nonexpendable supplies.

**Expiration Date-** The date after which a contract is no longer available to be used for purchases.

**Fair and Reasonable-** When only bid is received, or when requesting a sole source designation for a vendor, the requesting department should provide documentation to demonstrate that the price is realistic. This can be done by several methods- such as comparing prices to previous County purchase orders, invoices to other customers or published list prices - that demonstrate that the current bid is for a similar or lower cost.

**Formal Bid-** Also known in the County as an Invitation for Bid (IFB). The Procurement Code requires a formal bid for all purchases that cost more than \$75,000. Bids in excess of \$75,000 also require a contract executed by the vendor and the County.

**Fully Executed Contract-** A contract that has been signed by the vendor’s representative **and** has all of the required County signatures. Contractors cannot perform work or make deliveries against a contract until it is fully executed.

**Informal Bid-** Referred to as “Small Purchase” in the Procurement Code. This type of solicitation is issued as a Request for Quotes (RFQ) when the purchase has an estimated value of less than \$75,000 but more than \$25,000. These bids do not need to be advertised and a contract is not created, except in some circumstances (see Article 6). There may be other types of informal bids, such as direct solicitation of quotes.

**Invitation for Bid (IFB) -** *see Formal Bid.*

**Low Bid-** The County’s Procurement Code requires that Small Purchases and Invitations for Bid be awarded to the lowest, responsible bidder. In addition to price, the characteristics of a “responsible” bidder are considerations. *See Responsible Bidder.*

**Maintenance Agreements-** An agreement between the County and the maintenance provider that details the level of service, period of time covered and the cost of the service.

**NAVILINE-** The County’s financial system of record that is used for generating requisitions and purchase orders and performing financial transactions. Also, may be referred to as HTML5, HTE or “Green Screen”.

**Nonexpendable supplies -** All tangible supplies having an original acquisition cost of over \$1,000 per unit and a probable useful life of more than one year.

**Offeror -** Any person, business, or entity who is responding to a formal or informal solicitation made by the county. Interchangeable with bidder, proposer, etc.

**One Time Purchase-** A contract for the purchase of goods or services which will only be purchased once, for example a vehicle.

**P-Card/ Purchasing Card-** A County issued credit card that can be used for purchases that are within allowed dollar limits and categories.

**Pre-Bid/Pre-Proposal Meeting-** May be optional or mandatory. The meeting is held prior to the bid or proposal due date with potential vendors for the purpose of viewing a job site, clarifying any ambiguities in the specifications and responding to general issues. The meeting may result in the issuance of an addendum to ensure all potential bidders/proposers have the same information.

**Prequalification-** Prospective suppliers may be prequalified for particular types of supplies, services, and construction. Electronic notification of the solicitation shall be sent to all prequalified suppliers.

**Professional Services** –Services offered by members of a recognized profession or individuals or companies possessing a special skill.

**Project Manager-** The using agency’s representative who is responsible for the procurement of the specified goods or services.

**Purchase Order (P.O.)** - The County’s written document that formalizes cost, terms and conditions of a purchase.

**Purchasing Agent-** A member of the professional buying and contracting staff in the Purchasing Services Division.

**Purchasing Services Manager** – the chief procurement officer of the County. See Article 2.

**Recent Quote-** A quote that is no more than 30 days old unless the quote itself has a different expiration date on it.

**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 procedure.

**Repair-** The process of putting an item back in good condition after it is damaged or broken.

**Request for Proposals (RFP)-** Solicitation for services for which pricing is not the only consideration; rather, contracts are awarded based on “best value.” Purchasing Services will assist with the process and will facilitate the Evaluation Committee.

**Request for Qualifications (RFQ)-** Qualifications-based selection process used only to procure architect-engineer and land surveying services. Purchasing Services will assist with the process and will facilitate the Evaluation Committee.

**Request for Quotes (RFQ)-** Purchases of supplies and contractual services, with an estimated value of less than \$75,000 may be competitively bid using the Request for Quotes method.

**Requirements Contract-** A contract established for frequently used commodities or products, with forecasted quantities based on previous usage, for example, office supplies.

**Requisition-** A document within NAVILINE that is used to authorize the commencement of a purchasing transaction. Typically, will include a description of the need and other information that is relative to the transaction.

**Responsible Bidder-** A bidder who meets the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

**Responsive Bidder -** A person who has submitted a bid which conforms in all material respects to the invitation for bids.

**Routing for Signature-** Contracts and Change Orders may require multiple individuals to review and sign them. This term refers to the Contract Routing Sheet that documents that signature process.

**Scope of Work-** Typically used with service contracts and construction. It should be a concise but detailed, written description of the services required.

**Service Agreements-** *See Maintenance Agreements.*

**Sole Source-** Goods or services which may be awarded without competitive bidding if they fit specific criteria as described in Section 2-542(d). The requesting department must complete and submit the Sole Source Justification document- and all other required documentation described in the Justification. The Sole Source Justification document is on the P: Drive.

**Services-** The furnishing of labor, time or effort by a contractor or vendor. Service contracts are usually solicited by Requests for Proposals.

**Specifications-** A precise, complete, non-restrictive description of a product or services that the County intends to buy and to which the bidder must be responsive in order to be considered for award.

**Stringing-** The practice of breaking down a large order into several smaller orders which are within the department's delegated authority, with the intent to stay under a threshold. This is not allowed and may result in losing the delegated purchasing authority and/or being charged with an unauthorized purchase.

**Subject Matter Expert (SME)-** A County employee with specialized skills or knowledge on a particular topic or discipline relevant to the services solicited or requested.

**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.

**Unauthorized Purchase-** A purchase made outside of a department's delegated authority. If charged with an unauthorized purchase, departments must complete and submit the Unauthorized Procurement Form which is on the P: Drive.

**Using Agency-** A department, division, office, or other group of employees within the County that ultimately utilizes purchased goods or services.

**Vendor:** An individual or business that can provide the County with goods and/or services.

**Vendor Registry-** The site where vendors must register to receive email notification of County solicitations for the commodity codes that they selected when they registered.

## Appendix B – Naviline Process Guides

### Requisition Entry

1. Click “Add Requisition”
2. Complete the following fields: Reason, By, Vendor # (if it is unknown, type in name of vendor and click on right arrow... you can then select the vendor from the dropdown menu)
3. Click “Add Requisition”
4. Complete the following fields: Reason, By, Vendor # (if it is unknown, type in name of vendor and click on right arrow... you can then select the vendor from the dropdown menu).
5. Tab to “Ship To” (enter the number or click on right arrow to select your department from menu)
6. Enter “Deliver By” date (today’s date or a future date)
7. Press ENTER
8. Type information for line item #1
9. Required fields include item description, commodity & sub-commodity (click right arrow beside commodity, and double-click your item from the list), quantity, UOM (unit of measurement), unit cost, and your account number
10. Press ENTER
11. This completes the information for line item #1. You will now be at the page for the next line item. If you have more than one item, you will enter the information for each line item as you did for the first
12. After you have entered all line items, click “Continue”
13. You will be at the “Account Information” screen
14. Press ENTER twice (or click “OK”)
15. You should be at “Account Balance Inquiry” screen
16. Press ENTER or click O
17. You will be back at the Maintenance screen. Click “EXIT”
18. Your requisition is now ready for approval.

### Requisition Approval

1. You must have authorization to approve requisitions. Your department head determines who has authorization
2. Under the “Purchasing/Inventory Main Menu”, click the “Purchasing/Receiving” folder
3. Click “Requisition Approval”
4. Double-click (or right-click and select change) the requisition that needs your approval
5. Once the requisition is displayed, you can click “Requisition Line Items”
6. You may display information for each line item by double-clicking the line (or right click and select display)
7. Once ready, you can click “Approve Requisition”
8. The requisition will then go to the buyer for your department for generation of a purchase order number

## Finding Purchase Orders

1. Under the “Purchasing/Inventory Menu”, open “Purchasing/Receiving” folder
2. Double-click “Requisition Inquiry”
3. Scroll to your requisition number and double-click (or right click and press select)
4. Once in your requisition, click “Purchase cross...”
5. A box will come up with your purchase order #
6. Be sure to reference this PO# on your invoice when you receive it

## Receipting Goods on Purchase Orders

1. Under the “Purchasing/Inventory Main Menu”, open the “Purchasing/Receiving” folder
2. Click “Receipts Processing”
3. Complete the following fields: Received by (first initial and last name), Date, and Purchase Order Number
4. Press ENTER or click “OK”
5. Click “More Functions”
6. Select the first two boxes
7. Click “OK”
8. From this screen, you can see each line item and any outstanding quantities
9. To receipt goods, type in the number of items you have received (Example: If you ordered 1.0 item and received 1.0 item, type in 1.0. If you ordered 3.0 and received 2.0, type in 2.0 and the other item will still be outstanding.). ONLY if you want to receipt ALL items on the PO, click “Receive Outstanding”
10. Press ENTER
11. The option F5= Accept will appear in red at this time. If everything is correct, press F5 to accept

## Receipting Goods on Blanket Purchase Orders

1. Under the “Purchasing/Inventory Main Menu”, open the “Purchasing/Receiving” folder.
2. Click “Receipts Processing”
3. Complete the following fields: Received by (first initial and last name), Date, and Purchase Order Number
4. Press ENTER or click “OK”
5. Click “Add Item
6. Complete Item Description (including invoice number)
7. Enter Quantity Ordered (1 each)
8. Enter Received (1 each)
9. Enter Order UOM (EA)
10. Enter Unit Cost (total amount of invoice)
11. Enter your Account Number
12. Click “OK”
13. Click “OK”.
14. Write the line number on your invoice.



## Entering Field Purchase Orders

Field Purchases Orders are used to process payments for local purchases not to exceed \$800.00 and are not to be used to place orders. The Purchasing Services Division processes all FPOs for purchases of goods and payment of County credit cards, etc.

The Financial Services Division processes invoices for rents, filing fees, membership fees, jurors, senior work program, travel reimbursements, hotel accommodations, conference/training registration fees and subscriptions to books and periodicals.

1. Sign in to SunGard/Naviline
2. Under “Purchasing/Inventory Main Menu”, open the “Field Purchase Order” folder
3. Double-click “Field Purchase Order Entry”
4. Press “Add Field Purchase”
5. Complete the following fields: Received By, Remarks (brief description), Vendor # (if you don’t know it, click on right arrow & select it from the menu).
6. Complete Account Number and Amount
7. Complete Transaction Description
8. Click “Invoice Information”
9. Enter the Invoice Number
10. Enter Payment Due Date (the date of the next check run, Wednesdays of each week)
11. Enter today’s date for Invoice Date
12. Enter Invoice Amount
13. You may add additional comments to your FPO by clicking “Comments” (please add an explanation in the comments if you go to a physical store to purchase office supplies rather than ordering online)
14. Write your FPO number on your invoice (it can be found in the upper left corner)
15. Click “OK”

## Field Purchase Order Department Approval

Authorization for Department Approval is needed for this process.

1. Under the “Purchasing/Inventory Main Menu,” open the “Field Purchase Order” folder
2. Double-click “FPO Department Approval”
3. Right-click the FPO number that you wish to approve and click “Select for Approval”
4. Review the information and if correct, click “Approve FPO”
5. Attach the original invoice behind the FPO page and send to Purchasing Services or Financial Services for payment processing.

## Requisition Entry for Inverted Purchase Order

The process for entering an Inverted Purchase Order is the same as for entering and receiving a standard requisition/purchase order except the quantity will be the total money amount and the unit cost will be 1.0 each. Be sure to complete the following steps:

1. Type “Inverted PO for...” in the description of the reason you need the PO on the line for Reason on the first page of the requisition as well as in the description on the items page.
2. Enter the entire amount that you need in the fiscal year to cover the charges that will be invoiced on the Quantity line.
3. Enter 1.0 on the Unit Cost line.

## Appendix C – Purchasing Services Division Contact Information

Name	Title	Phone	Email
General			<a href="mailto:Purchasing@DorchesterCountySC.gov">Purchasing@DorchesterCountySC.gov</a>
Taylor Marchant	Administrative Support Specialist	843-563-0142	<a href="mailto:TMarchant@DorchesterCountySC.gov">TMarchant@DorchesterCountySC.gov</a>
Jeannie Tyner	Purchasing Agent	843-563-0140	<a href="mailto:VTyner@DorchesterCountySC.gov">VTyner@DorchesterCountySC.gov</a>
Nancy Rizzo	Purchasing Agent	843-563-0128	<a href="mailto:NRizzo@DorchesterCountySC.gov">NRizzo@DorchesterCountySC.gov</a>
Rebecca Dantzler	Purchasing Services Manager	843-563-0425	<a href="mailto:RDantzler@DorchesterCountySC.gov">RDantzler@DorchesterCountySC.gov</a>

## Appendix D – Revision Record

<b>Change</b>	<b>Page #</b>	<b>Revision Date</b>
Updated Exemptions from Source Selection	45-46	11/22
Updated Additional Regulations for Requisitions, Purchase Orders, and Invoices	59-60	11/22
Added P100 New Vendor Setup Form	App. E	11/22
Updated Contact Information	Throughout	07/23
Updated P100 New Vendor Setup Form	App. E	07/23
Added Archive Forms	App. E	07/23
Updated Electronic Recording of Bids	27	07/23
Updated Contract Execution to include delegation <i>in writing</i> .	53	07/23
Updated Contract Execution to include SimpliGov process	53	07/23
Updated Sole Source Approval and Signature to Include Deputy Administrator/CFO on all	53	07/23
Purchase Order Adjustments for Change Orders	54	07/23
Archive Room Policies	62-63	07/23

## Appendix E – Procurement Forms

P100 Form – Vendor Setup	Pages 78-86
P112 Form – Sole Source Justification	Pages 87-88
P113 Form – Emergency Procurement Justification	Pages 89-90
P114 Form – Unauthorized Procurement Acknowledgement And Waiver	Pages 91-92
P115 Form – Contract Renewal Authorization	Page 93
P116 Form – P-Card Application and Agreement	Page 94
Archive Room – Box Label Template	Page 95
Archive Room – Ready for Destruction Label	Page 96



**PURCHASING SERVICES DIVISION**

*PROCUREMENT FORM P100*  
**VENDOR SETUP/CHANGE FORM**

Vendor Legal Name: \_\_\_\_\_  
DBA (if applicable): \_\_\_\_\_  
Company Website: \_\_\_\_\_  
Physical Address: \_\_\_\_\_  
Remittance Address (if different): \_\_\_\_\_

Accounts Receivable Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Accounts Receivable Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Secondary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Secondary Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Vendor elects payment by: **ACH** (choose one) **Paper Check**  
(attached form must be completed)

Completed W9 Signed by an Officer of the Company Attached:  
Completed ACH Form Signed by an Officer of the Company Attached:

Vendor will be performing services on County property:

COI with the County minimum coverages is attached: <sup>If yes</sup>  
(County minimum requirements are attached for reference)

(check one)  
New Form:  
Updated Form:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



BUSINESS SERVICES

PURCHASING  
SERVICES DIVISION

Dear Dorchester County Vendor:

In order to realize the benefits of today's automated banking system, we have chosen to begin making payments to our suppliers via electronic funds transfers. Under this method of payment, Dorchester County will transfer the amount due directly from our bank account to yours via the Automated Clearing House (ACH). You will be notified of deposits to your account via an electronic remittance advice that will be sent to your email address. The remittance advice will contain the information that you require for your accounting ledger including payment amount, deposit date and invoice/account numbers.

The ACH method of payment directly benefits you by ensuring faster receipt of funds, reducing possibility of checks being lost in the mail, and reducing the potential for fraudulent check cashing. Simultaneously, ACH payments benefit us by eliminating inefficient paper processing and providing us with more efficient record keeping.

To begin making payments to you via ACH, we must receive your authorization, bank account information, email address and the name and telephone number of a person we can contact should any questions arise. **Please complete the enclosed ACH Authorization Form and send it to one of our Purchasing Agents listed below at your earliest convenience so that any current or future payments will not be delayed by this change in procedure.** After we receive your form, you will begin receiving your payments via ACH within 30 days.

If you have any questions, please contact one of our Purchasing Agents listed below.

Sincerely,

Dorchester County  
Business Services, Purchasing Division

Jeannie Tyner  
843-563-0140  
[purchasing@dorchestercountysc.gov](mailto:purchasing@dorchestercountysc.gov)

Nancy Rizzo  
843-563-0128  
[purchasing@dorchestercountysc.gov](mailto:purchasing@dorchestercountysc.gov)

[DorchesterCountySC.gov](http://DorchesterCountySC.gov)

201 Johnston Street • St. George • South Carolina • 29477  
St. George 843.563.0140 • Summerville 843.832.0140 or 843.832.0128



CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize Dorchester County (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Address of Financial Institution - Branch, City, State & Zip)

Checking

Savings

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name - PLEASE PRINT)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address - PLEASE PRINT)

\_\_\_\_\_  
(Contact Person)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Contact Phone Number)

Financial Institution Routing Number: \_\_\_\_\_

Checking/Savings Account Number: \_\_\_\_\_

These numbers are located on the bottom of your check as follows:

Ⓜ 0123456789 Ⓜ 012345678901234  
Routing Number      Account Number





Dorchester County requires all County vendors doing business with the County to provide a copy of their Certificate of Insurance, showing the County as an “additionally insured” party.

Your certificate must show adequate Workers’ Compensation coverage as required by SC statute and other minimum coverages as indicated on Attachment 1, Minimum Insurance Requirements. These certificates must be provided annually on July 1st of every calendar year in order for you to continue to conduct business with Dorchester County.

These certificates may be emailed to Risk Management at [riskmgmt@dorchestercountysc.gov](mailto:riskmgmt@dorchestercountysc.gov)

If you have any questions regarding insurance requirements, please contact Risk Management at (843) 563-0046.



**Attachment 1**  
Minimum Insurance Requirements

1. Insurance

The contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the contractor, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall be submitted prior to the commencement of work and such coverage shall be maintained by the contractor for the duration of the contract period; for occurrence policies.

a. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. Minimum Limits

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence Limit

\$50,000 Fire Damage Limit

\$5,000 Medical Expense Limit

b. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or subcontractors.

1. Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

c. Workers' Compensation

Limits as required by the Workers' Compensation Act of SC.  
Employers Liability, \$1,000,000.

d. Owners' & Contractors' Protective Liability

Policy will be in name of County. Minimum limits required are \$1,000,000.



e. Professional Liability

Minimum limits are \$1,000,000 per occurrence.

f. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the certificate(s).
2. The County of Dorchester, its' officers/ officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
4. Shall provide 30 days written notice to the County before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the contractor shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.



9. The contractor shall furnish the County certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.
10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Manager or Procurement Director.



# Dorchester County Risk Management and Safety Department

Nancy Johnson, RMS Director  
Harvey Taylor, Safety Officer  
Audrey Holzhausen, Claims Assistant

500 North Main Street  
Summerville, SC 29483

843 832-0216 RMS Director  
843-832-0283 Deputy Director  
843-832-0344 Safety Officer  
843-832-1695 Claims Assistant  
**843-563-0046 24-Hour Claims**

[riskmgmt@dorchestercountysc.go](mailto:riskmgmt@dorchestercountysc.go)

*"Workplace safety and asset protection through pro-active planning"*

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## STATEMENT OF INDEPENDENT CONTRACTOR

I, \_\_\_\_\_, owner/manager of \_\_\_\_\_,  
hereby make the following voluntary statement about my relationship with Dorchester County:

1. I employ three or fewer people, and I understand that I am not required by state law to carry workers' compensation.
2. I have agreed to perform certain contract work for Dorchester County. That work is \_\_\_\_\_.  
When I complete the work, I will then expect to be paid \_\_\_\_\_ in a lump sum. Neither I, nor my employees, will be paid by Dorchester County on an hourly or salary basis.
3. To the extent that I need equipment or supplies to perform the work that I have contracted to do, I have my own equipment and supplies that I will use to perform the work. I will not use any equipment or supplies owned by Dorchester County.
4. I will start and stop work and perform the work according to my own methods, means, plans, and desires. I will not be supervised or instructed on how or when to perform the work. As long as I complete the work in a workman-like manner and to the satisfaction of Dorchester County by the agreed time, I can and will do the work when I desire in the manner that I desire. I also understand that if I do not perform to the level of expectation or in a timely manner, that failure will be a breach of contract. I cannot be 'fired' because I am not an employee.
5. I do not expect Dorchester County to withhold any amount that is due to me to pay for state or federal income taxes, social security contributions or employment security, or workers' compensation premiums. I expect to receive a 1099 from Dorchester County at the end of the year showing the amount I receive this year for my contract work.

6. When I complete the work that I have agreed to do and receive the payment to which I am entitled, according to the contract, that will terminate my working relationship with Dorchester County on this contract.
7. My employees and I are not entitled to workers compensation benefits under Dorchester County's workers compensation coverage.

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Signature

---

Date



**PURCHASING SERVICES DIVISION**

*PROCUREMENT FORM P112*  
**SOLE SOURCE JUSTIFICATION**

Vendor: \_\_\_\_\_

Product or Service: \_\_\_\_\_

Estimated Expenditure Amount: \_\_\_\_\_

Select any that apply:

1		Only one supplier exists due to patents, copyrights, licensing, or prototypes
2		Switching suppliers would result in unacceptable delays or a substantially higher cost
3		The product or service is the only known product or service that will meet the specialized needs of the department or perform the intended function
4		An established, approved standardization program exists for this product or service
5		A warranty program necessitates continued use of the product or service
6		The product or service is available only from an official regional distributor <b>(requires additional selection of one other criteria)</b>

Additional information required:

- Justifications #1, 5, & 6 require a memo from the vendor on their letterhead certifying the applicable sole source.
- Page #2 of this form must be completed by the department head or designee to detail why the requirement should be approved as a sole source.

Date: \_\_\_\_\_ Department: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

Purchasing Services Manager Approval \_\_\_\_\_

Deputy County Administrator/CFO Concurrence \_\_\_\_\_

County Administrator Concurrence (if over \$75,000) \_\_\_\_\_

Note: Sole Source requests may be approved for up to two years. In some cases, the Purchasing Services Manager may only approve a Sole Source for a period of one year.

**DORCHESTER COUNTY**

**PROCUREMENT FORM P112 – SOLE SOURCE JUSTIFICATION**

Written Justification

In the space provided below, please write a detailed description of the services or products required, as well as a justification for why the services or products qualify as a sole source.





**PURCHASING SERVICES DIVISION**

*PROCUREMENT FORM P113*

**EMERGENCY PROCUREMENT JUSTIFICATION**

Vendor: \_\_\_\_\_

Product or Service: \_\_\_\_\_

Estimated Expenditure Amount: \_\_\_\_\_

The procurement code stipulates that "...the purchasing services manager may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions, or where normal daily operations are affected; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances." (DCRO Sec. 2-542(g))

1. Based on the emergency requirements stated above, justify the proposed emergency procurement action.

2. Will the department be able to obtain competition for this purchase, as may be practicable under the circumstances?

No

Yes

Please describe the response to Item #2:

---

Date: \_\_\_\_\_ Department: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_

Purchasing Services Manager Approval \_\_\_\_\_

Deputy County Administrator/CFO Concurrence \_\_\_\_\_

Note: Emergency procurement justifications are initially approved for a period one year in the case of procurements with recurring/periodic costs. Subsequent approvals require additional justification.



**PURCHASING SERVICES DIVISION**

*PROCUREMENT FORM P114*

**UNAUTHORIZED PROCUREMENT ACKNOWLEDGMENT AND WAIVER**

According to the County's procurement ordinance, all purchases must be made in accordance with the policies and procedures set forth by the Purchasing Services Division. The procurement detailed below violated the procurement code and/or procurement policies established by the Purchasing Services Division. Payment for the invoice will not be made to the vendor until this form is completed in its entirety.

*Completed by Purchasing Services:*



Department: \_\_\_\_\_

Vendor: \_\_\_\_\_

Product or Service: \_\_\_\_\_

Expenditure Amount: \_\_\_\_\_

Explanation of why this expenditure constitutes an unauthorized purchase:

\_\_\_\_\_  
Purchasing Services Manager

*Completed by Department:*

Provide a written statement detailing the actions that led to the unauthorized purchase, as well as an action plan to prevent similar unauthorized purchases in the future:

---

Department Head

*Completed by County Administrator's Office*

Per the procurement code, unauthorized procurements “...shall become the responsibility of the person making the procurement unless waived by the County Administrator.”

The County Administrator:

**waives** the responsibility of the person responsible for making the unauthorized procurement detailed above.

**Does not waive** the responsibility for the unauthorized procurement detailed above, and reimbursement to the County in the form of cash or personal check is required from the individual responsible for the unauthorized purchase.

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County Administrator



PURCHASING SERVICES DIVISION

PROCUREMENT FORM P115

CONTRACT RENEWAL AUTHORIZATION

<b>Vendor</b>	
<b>Contract Name</b>	
<b>Contract #</b>	
<b>Proposed Renewal #</b>	of

Completed by Department

Contractor Performance Rating for last contract period:	
Department authorizes renewal:	

If performance is satisfactory, no further action is required.

If performance is unsatisfactory, please provide further detail in an attached memo. Include any documentation of unsatisfactory performance.

If renewal is not authorized, please provide procurement strategy for these supplies/services going forward (new County contract, cooperative contract, etc.):

[Empty box for procurement strategy]

If a new County contract needs to be solicited, please provide specifications and other direction to the Purchasing Services Division.

Signatures

Date: \_\_\_\_\_ Department: \_\_\_\_\_

Department Head (or designee) Signature: \_\_\_\_\_

Price Increase Approval

The Vendor has Requested a Price Increase of \_\_\_\_\_

Department Head (or designee) Approval of Price Increase \_\_\_\_\_

Deputy County Administrator/CFO Concurrence \_\_\_\_\_

County Administrator Concurrence \_\_\_\_\_

Purchasing Services Acknowledgement \_\_\_\_\_

Completed by Purchasing Services

Renewal Executed by Contractor	
Renewal Executed by County	
Purchasing Admin. Support Spec. Initial	



*PROCUREMENT FORM P116*  
DORCHESTER COUNTY P-CARD APPLICATION & AGREEMENT

I, \_\_\_\_\_, hereby request the issuance of a Dorchester County credit card in my name or department name. As a cardholder, I agree to comply with the terms and conditions of this Agreement and the credit card procedures.

I acknowledge acceptance of said Agreement and confirm that I have read and understand the terms and conditions. I understand that Dorchester County is liable to Wells Fargo & the Card Issuer (Visa/Mastercard) for all charges. I agree to use this card for approved purchases only and agree not to charge personal items. I understand that Dorchester County will audit the use of this card and report any discrepancies.

I understand that Chapter 2, Article V, Sec. 2-460 of the Revised Ordinances of Dorchester County prohibits purchases made with this card in which my department does not have sufficient funds in the appropriate account. Therefore, I should check the budget account prior to making a purchase with this card.

I further understand that improper use of this card may result in disciplinary action, up to and including termination of employment. Should I fail to use this card properly, I authorize Dorchester County to deduct from my salary an amount equal to the total of the discrepancy. I also agree to allow Dorchester County to collect any amounts owed by me even if Dorchester County no longer employs me.

I understand that Dorchester County may terminate my right to use this card at any time for any reason. I agree to return the card to Dorchester County immediately upon request or upon termination of employment.

**Purchasing Services or BSD Director:**  Recommend     Does not Recommend    **for Approval**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Cardholder Application & Acknowledgement:**

**Supervisor Approval:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Cardholder Receipt**

Dorchester County is pleased to present you with a Wells Fargo Credit Card. It represents trust in you and your empowerment as a responsible agent to safeguard and protect County (taxpayer) assets.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**County Administrator Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

OFFICE/DEPT:

RECORD DESCRIPTION:

RETENTION SCHEDULE# \_\_\_\_\_

INCLUSIVE DATES \_\_\_\_ TO \_\_\_\_

PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

OFFICE/DEPT:

RECORD DESCRIPTION:

RETENTION SCHEDULE# \_\_\_\_\_

INCLUSIVE DATES \_\_\_\_ TO \_\_\_\_

PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

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PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

OFFICE/DEPT:

RECORD DESCRIPTION:

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PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

OFFICE/DEPT:

RECORD DESCRIPTION:

RETENTION SCHEDULE# \_\_\_\_\_

INCLUSIVE DATES \_\_\_\_ TO \_\_\_\_

PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

OFFICE/DEPT:

RECORD DESCRIPTION:

RETENTION SCHEDULE# \_\_\_\_\_

INCLUSIVE DATES \_\_\_\_ TO \_\_\_\_

PERMANENT OR TEMPORARY

ARCHIVE OR OFFICE

BOX# \_\_\_\_\_ DESTROY DATE \_\_\_\_\_

**READY FOR DESTRUCTION**

**Department Name**

---

**Date** \_\_\_\_\_

**Department Head Signature**

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