

**Georgetown County, South Carolina**  
**PURCHASING PROCEDURES AND**  
**REGULATIONS**



Ordinance #20-32

PURCHASING PROCEDURES  
AND  
REGULATIONS CONTENTS

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## PURCHASING AND PROCUREMENTS

### GEORGETOWN COUNTY CODE PROCUREMENT ORDINANCE

#### GENERAL PROVISIONS

This ordinance is provided as a guide to all Departments/Agencies of Georgetown County for the procurement of materials, supplies, equipment and services required in their respective operations, and for the budgetary control of the costs of purchases.

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

From the inception of the consummation of a transaction between a buyer and a seller, many important issues are involved; and the proper handling of these and the administering of the business features connected with them are vital factors in the successful completion of the transaction.

For these reasons, the authority and responsibility of purchasing rests with the Purchasing Department. This places the responsibility on those who have the interest and the skill to do the work properly and whose primary concern is in the performance of this special task. It permits the establishing of uniform policies with respect of buyer/seller relationships.

## PURCHASING AND PROCUREMENTS

### GEORGETOWN COUNTY PROCUREMENT ORDINANCE

#### RESPONSIBILITIES AND FUNCTIONS OF THE PURCHASING OFFICER

1. The Purchasing Officer shall be responsible for establishing and administering purchasing policies; initiating reports necessary to permit analysis of purchasing performance; negotiating and recommending contracts; consolidating purchases of like or common items; and analyzing prices paid for materials, equipment, and services.
2. The Purchasing Officer shall serve all departments of the County of Georgetown.
3. The primary objectives of Purchasing are:
  - (a) Procure for the County the highest quality supplies, equipment, and/or services for the least possible cost or best value.
  - (b) Promote and undertake sound purchasing policies and procedures throughout all departments and divisions of the County.
  - (c) Determine the most efficient and economical means of obtaining an item and/or service without sacrificing the controls and principles of sound purchasing.
  - (d) Assist in developing competitive specifications for use by all departments.
  - (e) Maintain awareness of improved purchasing practices utilized by private industry and other governmental entities, and apply such practices when feasible with the approval of the Finance Director.
  - (f) Encourage competition and endeavor to obtain full and open competition on all purchases.
  - (g) Maintain a current bidders list for use by County Staff.
  - (h) Maintain forms as necessary for the successful operation of the Purchasing function.
  - (i) Exchange ideas and information with other local government purchasing departments in an effort to solve common purchasing problems.
  - (j) Exercise control over surplus, excess, and junk materials. To be done by the Purchasing Officer or other person as designated by the County Administrator.
  - (k) Coordinate with departments to maintain inventories at a satisfactory level

commensurate with the budget.

- (l) Work with departments to promote good will between the County and its vendors.
- (m) Comply with all local, state, and federal laws in the administration of purchasing and contracting functions.
- (n) Title and register all county vehicles and applicable heavy equipment.
- (o) Maintain certificates of insurance files for vendors who perform services on county property.

### PURCHASING POLICIES

1. The Purchasing Officer shall have full authority to question the quality, quantity, and type of materials and services requested by any Department Director to ensure that the best interest of the County is served.
2. The Purchasing Officer shall purchase goods or services as needed for the County of Georgetown.
3. The Purchasing Officer shall not receive any benefit or profit from any contract or purchase made by the County of Georgetown.
4. Acceptance of gifts and/or gratuities at any time shall be prohibited. Employees shall not become obligated to any vendor and must not conclude any County transaction from which they may personally benefit, either directly or indirectly.
5. The Purchasing Officer shall strive to maintain strong and enduring relationships with vendors of proven ability and with those who have a desire to meet the needs of the County. Purchasing activities shall be conducted so that those vendors will value the County's business and will make every effort to furnish the County's requirements on the basis of quality, service, and pride.
6. The County will endeavor to buy and/or contract only with those vendors who have adequate financial strength, high ethical standards, a record of adhering to specifications, maintaining shipping promises, and giving a full measure of service. New vendors will be given due consideration, as multiple sources of supplies are necessary to ensure availability of materials and/or services.
7. All qualified bidders will be afforded equal opportunities to submit quotes on equal terms.
8. The Purchasing Officer shall act as the County's representative on all matters pertaining to purchasing and contracting activities.
9. The Purchasing Officer shall not knowingly issue a purchase order or execute a contract when

there is evidence of a conflict of interest. In instances when a conflict of interest may exist, but its existence is not clearly established, the Purchasing Officer shall refer the matter to the Finance Director and/or the County Administrator.

10. No County employee shall take a contract to perform work or furnish materials for the County of Georgetown or receive any compensation on any such contract except that:
  - (a) Any County employee may enter into such a contract, with the approval of the County Administrator whenever the contract is awarded to him or her as low bidder after a public call for bids.
11. No County employee shall use his or her official position for financial or personal advantage. Such advantage may include, but is not limited to, attendance at vendor-sponsored conferences, displays or events of similar nature wherein the vendor pays for lodging, meals, and entertainment. Should it be necessary that an employee attend an event to obtain information that may be of value to the County, the County will bear all expenses resulting from the event contingent upon appropriate funding and final approval from the County Administrator.

#### Sec. 2-40. Purpose, Applicability

##### 1. Purpose.

- (a) To provide increased economy in Georgetown County procurement activities and to maximize to the fullest extent practicable the purchasing values of funds while ensuring that procurements are the most advantageous to the County and in compliance with the provisions of the Ethics Government Accountability and Campaign Reform Act, as amended or updated;
- (b) To foster effective broad-based competition for public procurement within the free enterprise system;
- (c) To develop procurement capability responsive to appropriate user needs;
- (d) To consolidate, clarify, and modernize the law governing procurement in Georgetown County and permit the continued development of explicit and thoroughly considered procurement policies and practices;
- (e) To ensure the fair and equitable treatment of all persons who deal with the procurement system which will promote increased public confidence in the procedures followed in public procurement;
- (f) To provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process; and
- (g) To develop an efficient and effective means of delegating roles and responsibilities to the various departments.

2. Application. This article applies to contracts for the procurement of supplies, services and construction entered into by Georgetown County after the effective date of this article unless the parties agree to its application to contracts entered into prior to the effective date. It shall apply to every expenditure of public funds irrespective of their source. Nothing in this article shall prevent any County department or agency from complying with the terms and conditions of any grant, gift or bequest, which are otherwise consistent with law.

## DEFINITIONS OF TERMS

### Sec. 2-41. Definitions.

As used in this article the following words and terms shall be as defined below, unless otherwise specified:

1. Award. Award is defined as the point in time when a final approval has been made by the Purchasing Officer, County Administrator, or County Council, which shall be dependent upon the appropriate approval level threshold as stated herein.
2. Bid Security. A bid bond, performance bond, and/or payment bond.
3. Business. Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
4. Business Days. A day that is neither a Saturday, Sunday, nor a County holiday. In computing any period of time prescribed by this code or the ensuing regulations, the day of the event from which the designated period of time begins to run is not included.
5. Change Order. Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.
6. Cooperative Purchasing. Procurement conducted by, or on behalf of, more than one Public procurement unit.
7. Construction. The process of building, altering, repairing, remodeling, 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.
8. Contract. All types of agreements Georgetown County may enter into, regardless of what they may be called, for the procurement of supplies, services, or construction.
9. Contract Amendment. A written order signed by the County Administrator, directing the contractor to alter the original agreement.

10. Contractor. Any person having a contract with Georgetown County.
11. Data. Recorded information, regardless of form or characteristic.
12. Data Processing. The automated collections, storage, manipulation, and retrieval of data, or the equipment & applications related thereto.
13. Days. Days shall mean calendar days. In computing any period of time prescribed by this code or the ensuing regulations, the day of the event from which the designated period of time begins to run is not included. If the final day of the designated period falls on a Saturday, Sunday, or a legal holiday for Georgetown County, then the period shall run to the end of the next business day.
14. Designee. A duly authorized representative of a person holding a superior position.
15. Employee. An individual drawing wages from Georgetown County whether elected or not, and any non-compensated individual performing personal services for Georgetown County to include but not limited to board and commissions members.
16. Governmental body. Any department or agency of Georgetown County.
17. Grant. The furnishing of assistance, whether financial or otherwise, to any person to support a program authorized by law. It does not include an award whose primary purpose is to procure an end product, whether in the form of supplies, services, or construction; a contract resulting from such an award is not a grant but a procurement contract.
18. Invitation for Bids. A written or published solicitation issued by the Purchasing Officer, or their designee, for bids to contract for the procurement or disposal of stated supplies, services or construction, which will ordinarily result in the award of the contract of the responsible bidder making the lowest responsive bid.
19. May. Denotes the permissive.
20. Person. Any business, individual, union, committee, club, other organization, or group of individuals.
21. Procurement. Buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
22. Purchasing Officer. The person designated by the County Administrator as the head of the central procurement office of Georgetown County.
23. Public Procurement Unit. Any County, City, Town and any other subdivision of the State or Public Agency of any such subdivision, public authority, education, or other entity that

expends public funds for procurement of supplies or services.

24. Real property. Any land, all things growing on or attached thereto, and all improvements made thereto including buildings and structures located thereon.
25. 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.
26. Request for proposals (RFP). A written or published solicitation issued by the Purchasing Officer, or their designee, for proposals to provide goods, and services. Evaluation factors upon which the proposals will be evaluated for award of the contract shall be stated in the request for proposals. Price shall be one of the evaluation factors but it shall not be the sole basis for award of the contract.
27. Responsible bidder or offeror. A person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, facilities, and equipment and credit that will assure good faith performance.
28. Responsive Bidder. A person who has submitted a bid that conforms in all material respects to the requirements set forth in the solicitation.
29. Services. Useful labor that does not produce a tangible commodity. This term shall not include employment agreements or collective bargaining agreements.
30. Shall. Denotes the imperative.
31. Specification. Any description of the physical or functional characteristic or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.
32. Subcontractor. Any person having a contract to perform work or render service to a prime contractor as a part of the prime contractor's agreement with a governmental body.
33. Supplies. All property including but not limited to equipment, materials, printing, information technology equipment and software packages.
34. Suspension. The disqualification of a person to receive invitations for bids, request for proposals, or the award of a contract by Georgetown County, for a temporary period pending the completion of an investigation and any legal proceedings that may ensue because a person is suspected upon probable cause of engaging in criminal, fraudulent, or seriously improper conduct or failure or inadequacy of performance which may lead to debarment.
35. Using Agency. Any department, commission, board, or council requiring supplies, services, or construction procured pursuant to this Ordinance.

## PUBLIC ACCESS TO PROCUREMENT INFORMATION

### Sec. 2-42. Public access to procurement information.

Procurement information shall be public record to the extent required by Chapter 4 of Title 30 (The Freedom of Information Act), as amended and updated with the exception that commercial or financial information obtained in response to a "Request for Proposals" or any type of bid solicitation which is privileged, confidential, a trade secret, or non-disclosable under the color of law, need not be disclosed.

Privileged and confidential information is information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the party supplying the information. Examples of this type of information would include, but not limited to:

- (a) Social Security Numbers and/or Federal Tax Identification Numbers;
- (b) Any portion of a response to a solicitation marked as confidential that is proprietary, patented, and/or a trade secret;
- (c) Financial statements;

At the time of submitting a proposal or bid, the party supplying a bid or proposal must identify any portion of the proposal or bid considered by the party to be a trade secret and thus eligible to be withheld from public inspection and copying. If the information identified by the party is a trade secret, it may be withheld from public inspection and copying. If the party fails to identify information as a trade secret/confidential, the entire bid or proposal, if not sealed, may be made available for public inspection and copying.

### Sec. 2-43. Compliance with State and Federal regulations.

1. Compliance with Federal or State requirements. Where a procurement involves the expenditure of federal assistance or contract funds, the affected department director shall inform the Purchasing Officer of the federal or state requirements and the Purchasing Officer shall comply with such authorized regulations, which are mandatory applicable and which are not presently reflected in this article.
2. Standards of conduct. In all actions involving the procurement of supplies, services, or construction for Georgetown County, the provisions of Chapter 13 of Title 8 (State Ethics Act, 1976 Code of Laws of South Carolina) or as amended, shall be complied with.
3. Records Retention. Purchasing records will be the sole responsibility of the purchasing office. Files will be maintained in sufficient detail to document the purchasing process. Purchasing records will be maintained electronically for the length of time as mandated in the SC records

retention schedule.

## OFFICES CREATED

### Sec. 2-44. Purchasing Officer

1. Establishment of the position of Purchasing Officer. There is hereby created the position of Purchasing Officer who shall be the County's principal public procurement official. The County Administrator shall appoint the Purchasing Officer and this position shall be in accordance with the duly accepted Georgetown County Classification Plan of the Georgetown County Personnel Policy.
2. Authority and duties. The Purchasing Officer shall serve as the principal public procurement official for Georgetown County and shall be responsible for the procurement of supplies and services in accordance with this article.

### Sec. 2-45. Duties of County Attorney.

The County Attorney or such office as the County Administrator shall designate, shall serve as legal counsel and provide necessary legal services to the Purchasing Officer. The County Attorney must approve all contracts and/or initial contract templates.

### Sec. 2-46. Organization of Public Procurement.

1. Centralization of procurement authority. Except as otherwise provided in this section, the authority relating to the procurement of supplies and services is hereby vested in the Purchasing Officer as provided in the article.
2. Exemptions. The following supplies and services need not be procured through the public procurement office, but shall be procured by the appropriate department subject to requirements of this article:
  - (a) Works of art for museum and public display;
  - (b) Information technology and software.
  - (c) Real property;
  - (d) Postage stamps and postal fees.
  - (e) Expenditure of funds by office of County Treasurer in the issuance of bonds to include printing cost and any fees associated with bond issuance.
  - (f) Reinsurance through the South Carolina Insurance Reserve Fund

- (g) Professional dues and memberships.
  - (h) Professional associations.
  - (i) Attorneys, subject to approval by the County Administrator.
  - (j) Artists used by the County.
  - (k) Contractual consultant services necessary to provide professional instruction for seminars, put on by and/or for department/agencies and/or their personnel.
  - (l) Medicine/Drugs
  - (m) Grant Consulting Services
  - (n) Health & Property Insurance
  - (o) Used items & equipment as determined to be in the County's best interest and approved by the County Administrator.
  - (p) Computer programmers, computer engineers, website designers, and software analysts engaged to modify county data processing system software, or to develop new software for the county's computer system. Also includes recurring license renewals for software.
3. Procurement regulations and operating procedures. The Purchasing Officer shall promulgate regulations and operating procedures pertaining to procurement by Georgetown County. No regulation shall change any commitment, right or obligation of Georgetown County or of a contractor under a contract in existence on the effective date of such regulation.
  4. Collection of data concerning public procurement. The Purchasing Officer shall cooperate with Georgetown County auditors in the preparation of statistical data concerning the procurement, usage and disposition of all supplies and services. All departments shall furnish such reports as the Purchasing Officer may require. The Purchasing Officer shall have authority to prescribe forms to be used by the using departments in requesting, ordering and reporting of supplies and services.

#### METHODS OF SOURCE SELECTION

##### Sec. 2-47. Methods of Source Selection.

Unless otherwise required by law, all Georgetown County contracts shall be awarded by competitive sealed bidding, pursuant to Section 2-48, except as provided in:

- (a) Section 2-48, Competitive Sealed Bidding;

- (b) Section 2-51, Competitive Sealed Proposals;
- (c) Section 2-52, Micro Purchases;
- (d) Section 2-53, Small Purchases;
- (e) Section 2-54, Sole Source Procurement.
- (f) Section 2-55, Emergency Procurement
- (g) Section 2-56, Architect-engineering and land surveying services
- (h) Section 2-76, Use of Cooperative Purchasing Agreements

Sec. 2-48. Competitive sealed bidding.

1. Condition for Use. Contracts amounting to thirty thousand dollars and one cent (\$30,000.01) or more shall be awarded by competitive sealed bidding except as otherwise may be provided in Section 2-47.
2. Invitation for Bids. An invitation for bids shall be issued and shall include a purchase description, and all contractual terms and conditions applicable to the procurement. An award shall be made to the lowest responsive and responsible bidder.
3. Notice. A minimum of fourteen (14) calendar days advertisement of the invitation for bids shall be given prior to the date set forth therein for the opening of bids. Such advertisement shall be publicized on a minimum of two (2) publications, which can be electronic.
4. Prebid Conference. Holding a conference or site visit early in the solicitation cycle provides an opportunity to emphasize and clarify critical aspects of the solicitation, eliminate ambiguities or misunderstandings, and permits vendor input. Prebid conferences/site visits may be conducted with potential bidders or offerors when issuing solicitations for complex, large or critical requirements. Attendance at conferences or site visits may be optional or mandatory. When mandatory attendance is stipulated, only bids from these firms represented at the conference will be accepted. If a modification to the solicitation is required as a result of the conference or site visit, an addendum will be issued.
5. Receipt and Safeguarding of Bids. All bids (including modifications) received prior to the time of opening shall be kept secure and sealed.
6. Bid Opening. The Purchasing Officer or a designee shall decide when the time set for bid opening has arrived, and shall so declare whether in person or electronically, or both, to those present. The Purchasing Officer or designee shall then publicly open all bids received prior to that time and when practicable, read them aloud to those persons present, or electronically if that method is being used, and have the bids recorded. The following information may be read aloud: bidders name, total price, unit price or lot price as may be applicable, discount terms offered if discount terms are to be considered in making the award, and brand name and model

number, if requested by the bid attendees. Questions on contents of other bidder's bids shall not be answered until after evaluation is complete and award has been made. The tabulation shall be open to public inspection.

7. Disclosure of Bid Information. The information disclosed by the Purchasing Officer or designee at bid opening is considered to be public information under the Freedom of Information Act, Chapter 4 of Title 30, until award is made.
8. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include, but not be limited to, criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life cycle costs.
  - (a) The invitation for bids shall set forth the specification for the item/service. No criteria may be used in bid evaluations that are not set forth in the invitation for bids.
  - (b) Bids for services/construction projects may include, but are not limited to, additional evaluation criteria such as:
    1. Capacity of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm;
    2. Familiarity of the firm with the type of problems applicable to the project;
    3. Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and the complexity of the project;
    4. Past record of performance on contracts with the County and other clients, including quality of work, timeliness and cost control; and
    5. Demonstrated sufficiency in financial resources and such stability as will ensure satisfactory completion of proposed effort.
9. Correction or Withdrawal of Bids; Cancellation of Awards. An offeror must submit in writing a request to either correct or withdraw a bid to the Purchasing Officer. Each written request must document the fact that the offeror's mistake is clearly an error that will cause him substantial loss.
  - (a) Correction of awards : An offeror shall not be permitted to correct a bid mistake after bid opening that would cause such offeror to have the low bid unless the mistake in the judgment of the Purchasing Officer is clearly evident from examining the bid document; for example, extension of unit prices or errors in addition.
  - (b) Cancellation of awards prior to performance: When it is determined after an award has

been issued but before performance has begun that Georgetown County's requirements for the goods or services have changed or have not been met, the award or contract may be canceled and either reawarded or a new solicitation issued.

10. Canceling or Amending Solicitation: When canceling a written solicitation, notification should be sent to all vendors who have been issued a solicitation and a copy of the notice publicly posted. Sealed bids received on canceled bids will be returned unopened, unless the bid was received electronically or there is no bidder name and/or return address information available on the outside of the sealed bid. If it is necessary to amend a solicitation, an addendum shall be sent to all potential bidders or offerors who received a copy of the solicitation and a copy publicly posted. Signed acknowledgement of addendum must be returned to the purchasing office prior to time and date of the opening or with the bid or proposal. When an addendum is issued which will require additional time for the vendor to prepare a solicitation response, the opening date may be extended.
11. Discussion with Bidders. As provided in the solicitation, discussions may be conducted with apparent responsive bidders for the purpose of clarification to assure full understanding of the requirements of the invitation for bids. All bids, in the procuring department's sole judgment, needing clarification shall be afforded such an opportunity. Clarification of any bidder's bid must be documented in writing. Documentation concerning the clarification shall be subject to disclosure upon request.
12. Tie Bids: The County Administrator shall make award of all tie bids one hundred thousand dollars (\$100,000.00) and under. The Georgetown County Council shall award all tie bids in excess of one hundred thousand dollars (\$100,000.00). Tie bids may be awarded to one of the bidders based on:
  - (a) Delivery date, availability or completion period.
  - (b) Service availability or facility
  - (c) Previous vendor record
  - (d) Closeness to the delivery point

Where tie bids are between bidders one of which is a business whose principal place of business is located in Georgetown County and the other bidder is not, the recommended award shall be to the Georgetown County bidder because of the five percent (5%) Local Vendor Preference as defined in Section 2-50. All conditions equal, the Purchasing Officer shall draw lots or flip a coin. The coin toss must be witnessed and the results recorded.

13. Award of Bid. In determining the lowest responsive and responsible bidder, in addition to price, there shall be considered the following:
  - (a) The ability, capacity and skill of the bidder to perform the contract.
  - (b) Whether the bidder can perform the contract within the time specified, without

delay of interference.

- (c) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (d) The quality of performance on previous contracts.
- (e) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
- (f) The sufficiency of the financial resources to perform the contract to provide the service.
- (g) The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- (h) The ability of the bidder to provide future maintenance and service.
- (i) The discount terms and conditions of the bid.
- (j) Delivery time.

When necessary for the best interest of the County, bid criteria to determine acceptability may include but not limited to inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Those criteria that will affect the bid price are to be given to each bidder.

The Purchasing Officer may award bids up to and including fifty thousand dollars (\$50,000.00). The County Administrator may approve awards up to and including one hundred thousand dollars (\$100,000.00). Awards that are in excess of one hundred thousand dollars (\$100,000.00) shall be submitted for approval by Georgetown County Council.

- 14. Change Orders. The total amount of change orders under any single contract shall not exceed 50% of the original contract value, unless approved in advance and in writing by the County Administrator or County Council as applicable, dependent upon the dollar value of the change order.
- 15. Single Response to a Solicitation. Even though multiple sources are solicited, there may be occasions when only one response is received for a solicitation. In such cases, the Purchasing Officer shall investigate to determine why other bidders or offerors did not respond and resolicit, if necessary. If the Purchasing Officer determines that only one source can supply the requirement, the procurement shall be made using Section 2-54 (Sole Source Procurement).
- 16. Request for Qualifications. Prior to soliciting bids, a request for qualifications from prospective bidders may be issued. Such request shall contain at a minimum, a description of the goods or services, the general scope of the work, the deadline for submission of information, and how prospective bidders may apply for consideration. The request shall require information concerning the prospective bidders' product specifications, qualifications, experience, and ability to perform the requirements of the contract. Adequate public notice of the request for qualifications shall be given in the manner provided in Sec

2-48 (Competitive Sealed Bidding).

After receipt of the responses to the request for qualifications from prospective bidders, the prospective bidders shall be ranked from most qualified to least qualified on the basis of the information provided. The failure of a prospective bidder to be selected shall not be grounds for protest. An evaluation matrix provided by the evaluation committee head and/or individual committee members shall be returned to the purchasing department in a timely manner and kept on file by procurement. At the County's discretion, more than one (1) offeror may be selected for award.

- (a) Interviews with Interested Firms. Following receipt of information from all interested persons and firms, the evaluation committee shall hold interviews with persons or firms who have responded to the solicitation and who are deemed most qualified on the basis of information available prior to the interviews. A list of firms selected for interview shall be sent to all firms that submitted information in response to the advertisement, prior to the date selected for the interviews. An electronic notification shall suffice for this purpose. The evaluation committee's determination as to which firms will be interviewed shall be in writing and shall be based on their review and evaluation of all submitted materials. The purpose of the interviews shall be to provide such further information as may be required by the selection committee to fully acquaint itself with the relative qualifications of each firm.

17. Minor Informalities and Irregularities in Bids. A minor informality or irregularity is one which is merely a matter of form or is some immaterial variation from the exact requirements of the invitation for bids having no effect or merely a trivial or negligible effect on total bid price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to bidders. The Purchasing Officer shall either give the bidder an opportunity to cure any deficiency resulting from a minor informality or irregularity in a bid or waive any such deficiency when it is to the advantage of Georgetown County. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

- (a) failure of a bidder to return the number of copies of signed bids required by the solicitation;
- (b) failure of a bidder to furnish the required information concerning the number of the bidder's employees or failure to make a representation concerning its size;
- (c) failure of a bidder to sign its bid, but only if the firm submitting the bid has formally adopted or authorized the execution of documents by typewritten, printed, or rubber stamped signature and submits evidence of such authorization, and the bid carries such a signature or the undersigned bid is accompanied by other material indicating the bidder's intention to be bound by the undersigned document, such as the submission of a bid guarantee with the bid or a letter signed by the bidder with the bid referring to and identifying the bid itself.
- (d) Failure of a bidder to acknowledge receipt of an amendment to a solicitation, but only if:

- (1) the bid received indicates in some way that the bidder received the amendment, such as where the amendment added another item to the solicitation and the bidder submitted a bid, thereon, provided that the bidder states under oath that it received the amendment prior to bidding and that the bidder will stand by its bid price or,
  - (2) the amendment has no effect on price or quantity or merely a trivial or negligible effect on quality or delivery, and is not prejudicial to bidders, such as an amendment correcting a typographical mistake in the name of the governmental body:
- (e) failure of a bidder to furnish an affidavit concerning affiliates;
  - (f) failure of a bidder to execute the certifications with respect to Equal Opportunity and Affirmative Action Programs;
  - (g) failure of a bidder to furnish the Exceptions Page, provided that confirmation of the missing page means no exceptions were taken.
  - (h) failure of a bidder to furnish cut sheets or product literature;
  - (i) failure of a bidder to furnish certificates of insurance;
  - (j) failure of a bidder to furnish financial statements;
  - (k) failure of a bidder to furnish references; and
  - (l) failure of a bidder to indicate his contractor's license number or other evidence of licensure, provided that no contract shall be awarded to the bidder unless and until the bidder is properly licensed under the laws of South Carolina.
18. Brand Name Only Specification. Since use of a brand name only specification is restrictive of product competition, it may be used only when the Purchasing Officer makes a determination that only the identified brand name item or items will satisfy the County's needs or when it is determined that:
- (a) No other design or performance specification or qualified products list is available.
  - (b) Time does not permit the preparation of another form of purchase description, not including a brand name specification.
  - (c) The nature of the product or the nature of the County's requirements makes use of a brand name only specification suitable for the procurement.
  - (d) Use of a brand name only specification is in the County's best interest.
  - (e) Use of a brand name only specification has been set as a predetermined County standard.

- (f) Competition. The Purchasing Officer shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be made under Section 2-54 (Sole Source Procurement).

#### Sec 2-49. Electronic Bidding & Reverse Auctions.

1. Responses for Invitation for Bids, Request for Proposals, Request for Qualifications, etc. may be received electronically, at the discretion of the Purchasing Officer. For competitively sealed solicitations, the bids/proposals must remain sealed until the bid opening date and time. The electronic method used shall have the capability to electronically time stamp the bid/proposal upon receipt with the date and time it was electronically received.
2. A minimum of fourteen (14) calendar days advertisement for electronic sealed bids shall be given prior to the date set forth therein for the opening of bids. Such advertisement shall be publicized on a minimum of two (2) publications, which can be electronic. Requests for Quotes, Requests for Information, and other informal and/or non-sealed bidding methods, whether electronic or not, need not follow the minimum notice and/or publication requirements.
3. Bid Openings can be conducted either in person or by virtual meeting so long as the meeting is open to the public by way of a virtual meeting link and/or call-in phone number, or both, and the bid opening is still opened in the presence of at least one (1) witness, whether witnessed in person, or virtually.
4. Reverse Auctions are a method of bidding, usually by electronic auctions, in which bids may be inputted for a product, service, or project starting from the highest value first. Bidders then proceed to reduce their bid prices accordingly before the deadline date and time. This method encourages competition while allowing for greater potential savings. The winning auction bidder will be bound to their lowest price submitted.

#### Sec 2-50. Local Preference.

1. A vendor shall be deemed a Local Georgetown County vendor for the purposes of this Section if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the State, maintains an office in Georgetown County, and maintains a representative inventory or commodities within the County on which the bid is submitted, and has paid all taxes duly assessed.
2. This option allows the lowest local Bidder whose bid is within five percent (5%) of the lowest non-local Bidder to match the bid submitted by the non-local Bidder and thereby be awarded the contract. This preference shall apply only when (a) the total dollar purchase is greater than \$30,000; (b) the vendor has a physical business address located

and operating within the limits of Georgetown County and has been doing business in the County for a period of twelve (12) months or more; and (c) the vendor provides proof of payment of all applicable Georgetown County taxes and fees if so requested.

3. Should the lowest responsible and responsive Georgetown County bidder not exercise its right to match the bid as granted herein, the next lowest qualified Georgetown County bidder shall have that right and so on. The right to exercise the right to match the bid shall be exercised within 24 hours of notification of the right to match the non-Georgetown County bidder's bid.
4. In order to qualify for the local preference authorized by this Section, the vendor seeking same shall be required to submit with its bid a statement containing relevant information which demonstrates compliance with the provisions of this Section. This statement shall be on a form provided by the County purchasing department and shall be signed under penalty of perjury. Failure to provide such affidavit at the time the bidder submits its bid shall constitute a waiver of any claim for preference.
5. For all contracts for architecture, professional engineering, or other professional services governed by Section 2-56, Architect-Engineer and Land Surveying Services - Public Announcement and Selection Process, the county shall include the local business status of a firm among the factors considered when selecting which firms are "most highly qualified". In determining which firm is the "most qualified" for purposes of negotiating a satisfactory contract, preference shall be given to a local business where all other relevant factors are equal.
6. Local preference shall not apply to the following categories of contracts: (a) Goods or services provided under a cooperative purchasing agreement or similar "piggyback" contract; (b) Contracts for professional services except as provided for in section five (§5) above; (c) Purchases or contracts which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions of receipt of the funds prohibit the preference; (d) Purchases or contracts made pursuant to a noncompetitive award process, unless otherwise provided by this section; or (e) Any bid announcement which specifically provides that the general local preference policies set forth in this section are suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the county council or county administrator, or where such suspension is, in the opinion of the county attorney, required by law.

#### Sec. 2-51. Competitive sealed proposals.

1. Conditions for Use. When the Purchasing Officer determines that the use of competitive sealed bidding is either not practical or not advantageous to Georgetown County, a contract may be entered into by competitive sealed proposals. An award shall be made to the offeror whose proposal is considered to be most advantageous to the county.
2. Notice. A minimum of fourteen (14) calendar days advertisement of the request for proposals shall be given prior to the date set forth therein for the opening of proposals. Such advertisement shall be publicized on a minimum of two (2) publications, which can be

electronic.

3. After receipt of the responses to the request for proposals from prospective bidders, the prospective bidders shall be ranked from most qualified to least qualified on the basis of the information provided. The failure of a prospective bidder to be selected shall not be grounds for protest. An evaluation matrix provided by the evaluation committee head and/or individual committee members shall be returned to the purchasing department in a timely manner and kept on file by procurement. An award shall be made to the offeror whose proposal is considered to be most advantageous to Georgetown County. At the County's discretion, more than one (1) proposer may be selected for award.
4. Receipt of Proposals: Proposals shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the request for proposals. Only the names of the offerors shall be disclosed at the proposal opening. Contents of the proposals shall not be disclosed during the negotiation process. Proposals shall be open for public inspection after contract award, except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offeror shall not be disclosed without written consent of the offeror.
5. Evaluation Factors, Selection, and Ranking: The request for proposals shall state the relative importance of price and each other evaluation factor and shall require numerical weighting of each factor. The evaluation factors shall be examined with respect to each proposal in determining which proposal is most advantageous to Georgetown County. There are no restrictions on the kind or number of evaluation factors that may be used, as long as they are stated in the request for proposals and relate to the purpose of the procurement. In assigning relative importance of these criteria, price may not be the primary factor. An evaluation panel of at least three (3) members will be approved by the County Administrator to formally conduct the evaluation of each response. All responsive offerors shall be ranked from most advantageous to least advantageous.

Examples of possible evaluation factors are listed below:

- (a) Specialized experience or technical expertise of the firm and its personnel in connection with the type of services to be provided and complexity of the project.
- (b) Past record performance on contracts with Georgetown County and other clients, including quality of work, timeliness and cost control.
- (c) Demonstrated ability to meet time and budget requirements.
- (d) Location
- (e) Capability of firm to perform the work within time limitations, taking into consideration the current and planned workload of the firm, and
- (f) Familiarity of the firm with the type of problems applicable to the project.

6. Discussion with Offerors: As provided in the request for proposals, discussions/presentations may be conducted with apparent responsive offerors for the purpose of clarification to assure full understanding of the requirements of the request for proposals and/or provide a demonstration of products/services.
7. Negotiations. Whether price was an evaluation factor or not, the procuring department may in its sole discretion and not subject to challenge through a protest, proceed in any of the manners indicated below:
  - (a) Negotiate price with the highest ranked offeror. If a satisfactory price cannot be agreed upon, price negotiations may be conducted with the second, and then the third, and so on.
  - (b) Negotiate with the highest-ranking offeror on matters affecting the scope of the contract, so long as the overall nature and intent of the contract is not changed. If a satisfactory contract cannot be negotiated with the highest ranking offeror, negotiation may be conducted with the second, and then the third, and so on.
  - (c) During the negotiation process as outlined in subsections (a) and (b) above, if the County is unsuccessful in its first round of negotiations, it may reopen negotiations with any offeror with whom it previously negotiated.
  - (d) If, after following these procedures, a contract is not able to be negotiated, the scope of the request for proposals may be changed in an effort to reduce the cost to a fair and reasonable amount, and previously negotiated offerors, must be allowed to submit their best and final offers.

In conducting negotiations, there must be no disclosure of any confidential information derived from proposals and negotiations submitted by competing offerors.

#### Sec. 2-52. Micro Purchases.

Micro purchase procedures may be utilized in conducting procurements that are less than or equal to five thousand (\$5,000) dollars in actual or potential value.

- (a) \$0 - \$5,000– departments are authorized to make purchases without securing competitive quotations.

#### Sec. 2-53. Small Purchases.

Small purchase procedures may be utilized in conducting procurements that are less than or equal to thirty thousand (\$30,000) dollars in actual or potential value.

- (a) \$5,000.01- \$30,000 departments must secure three written quotes and submit documentation of the quotes along with a Purchase Order or P-Card Control Form to the Purchasing Officer or their designee.

Sec. 2-54. Sole Source Procurement.

The Purchasing Officer may award a contract for a supply, service, or construction item without competition when the department head/director submits appropriate documentation and verification is performed. Such procurements involving grant funds must receive prior written approval from the grantor agency. Sole Source purchases will be identified based on the following criteria, but does not have to meet all of these criteria.

1. There is a lack of competition for a product or service
2. It is a unique, one-of-a-kind service offer.
3. The product has patented or proprietary rights that provide superior capabilities that are not obtainable from similar products, and this product is not marketed through other wholesalers, jobbers, or distributors whose competition could be encouraged.
4. Where the items are needed for trial use or testing.
5. Specialized projects where the continuation of a professional service contract is imperative to the success and efficiency of a project, subject to the County Administrator's approval.

Sec. 2-55. Emergency Procurement.

Notwithstanding any other provisions of this Ordinance, the Purchasing Officer may make or authorize, subject to the approval of the County Administrator, others to make emergency procurements of supplies, services or construction items when there exists a threat to the functioning of Georgetown County government; such as, the preservation or protection of property, or the health, welfare or safety of any person provided that such emergency procurements shall be made with such competition as is practicable under the circumstances as soon as practicable. A written determination of the basis for the emergency and for the selection of the particular contractor shall be made and shall set forth the contractor's name, amount, and a listing of the item(s) procured under the contract.

Sec. 2-56. Architect-Engineer and Land Surveying Services-Public Announcement and Selection Process.

1. Public Announcement. It is the policy of the County to publicly announce all requirements for Architect-Engineer and Land Surveying services and to negotiate such contracts on the basis of demonstrated competence and qualification at fair and reasonable prices. In the procurement of Architect-Engineer and Land Surveying services, the Purchasing Officer shall request firms to submit a statement of qualifications.
2. Selection Process. The Evaluating Panel and Purchasing Officer or their designee shall conduct discussions with the highest ranked firms regarding the contract and shall select from among them. The selection shall be made in order of preference, based on criteria

established and published in the solicitation.

3. Negotiation. The using department along with the Evaluation Panel and Purchasing Officer shall negotiate a contract with the highest qualified firm for Architect-Engineer or Land Surveying services at a compensation that is considered to be fair and reasonable to the County. In making this decision, the using department, Evaluation Panel and Purchasing Officer shall take into account the established value, the scope, the complexity, and the professional nature of the services to be rendered. Should the County be unable to negotiate a satisfactory contract with the firm considered to be most qualified, negotiations with that firm shall be formally terminated. The Purchasing Officer shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Purchasing Officer shall then undertake negotiations with the third most qualified firm. Should the Purchasing Officer be unable to negotiate a contract with any of the selected firms, the Purchasing Officer and the County Administrator shall select additional firms in order of their competence and qualifications, and continue negotiations in accordance with the section until an agreement is reached. At the County's discretion, more than one (1) offeror may be selected for award.

#### Sec 2-57. Participation in Auctions

Participation in auctions – To prepare for participation in auctions, the County shall perform the following:

- (a) survey the needed items being offered at auction to ascertain their condition and usefulness,
- (b) determine a fair market value for new like items through informal quotes,
- (c) determine the fair market value from similar items considering age and useful life, and;
- (d) estimate repair cost and delivery cost, if any, of the desired items.

Using this information, the County shall determine the maximum price to be paid for each item desired. At the auction, the County shall not exceed the maximum price so determined.

#### CANCELLATION OF SOLICITATIONS.

#### Sec. 2-58. Cancellation of Invitation for Bids, Requests for Proposals, or Other Solicitations.

An invitation for bids, a request for proposals, or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation in the best interest of Georgetown County. The reasons therefore shall be made part of the contract file. Each solicitation issued by Georgetown County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of Georgetown County. Notice of cancellation shall be sent to all businesses solicited.

The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

## RESPONSIBILITY OF BIDDERS AND OFFERORS

### Sec. 2-59. Responsibility of Bidders and Offerors.

1. **Determination of Responsibility.** Responsibility of the bidder or offeror shall be ascertained for each contract let by the County based upon full disclosure to the Purchasing Officer concerning capacity to meet the terms of the contracts and based upon past record of performance for similar contracts. The County Administrator or County Council shall by standard establish standards of responsibility that shall be enforced in all county contracts.
2. **Determination of Non-Responsibility.** A written determination of non-responsibility of a bidder or offeror shall be made by the Purchasing Officer. The unreasonable failure of a bidder or offeror to supply information promptly in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.
3. **Right of Nondisclosure.** Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section shall not be disclosed outside the office of the department soliciting the bid, Evaluation Committee, or the office of the Purchasing Officer without prior written consent by the bidder or offeror.
4. **County Standards of Responsibility.** Factors to be considered in determining whether the County standards of responsibility have been met include whether a prospective contractor has:
  - (a) Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements.
  - (b) A satisfactory record of performance with the County and/or other entities.
  - (c) A satisfactory record of integrity.
  - (d) Qualified legally to contract with the County.
  - (e) Supplied all necessary information in connection with the inquiry concerning responsibility.
5. **Duty of Contractor to Supply Information.** The prospective contract shall supply information requested by the Purchasing Officer concerning the responsibility of such contractor. If such contractor fails to supply the requested information by the specified deadline, the Purchasing

Officer shall base the determination of responsibility upon any available information.

6. **Demonstration of Responsibility.** The prospective contractor may demonstrate the availability of necessary financing, equipment, facilities, expertise, and personnel by submitting upon request:
  - (a) Evidence that such contractor possesses such necessary items.
  - (b) Acceptable plans to subcontract for such necessary items.
  - (c) A documented commitment from, or explicit arrangement with, a satisfactory source to provide the necessary items.
7. **Justification for Contract Award.** Before awarding a contract, the Purchasing Officer must assure that the vendor is responsive and responsible.
8. **Written Determination of Non-responsibility.** If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility setting forth the basis of the finding shall be prepared by the Purchasing Officer. A copy of the determination shall be sent promptly to the non-responsible bidder or offeror. The final determination shall be made part of the purchasing file.
9. **Bid Bonds.** For all procurements expected to exceed one hundred thousand dollars (\$100,000) bid security in the amount of at least five (5%) percent of the proposed contract price shall be prescribed in the solicitation. Each bid must be accompanied by a Bid Bond, or by a cashier's check or certified check payable to Georgetown County, SC, for an amount equal to five percent (5%) of the total base bid as a guarantee that if the bid is accepted, the required Contract will be executed within fourteen (14) days of written notice of formal award of a Contract. Bids not including such a bid bond will not be considered. The bond must be executed by a corporate surety licensed under the laws of the state of South Carolina to execute such bonds. The cashier's check or certified check may, at the county's option, be retained and deposited to the county's account if the successful bidder fails to enter into the proposed contract within fourteen (14) days after the award. Checks of unsuccessful bidders will be returned as soon as the contract is awarded and signed by both parties. Before being returned, a copy of the check will be made and become part of the procurement file. Bid bonds will not be returned and will become part of the procurement file.
10. **Performance Bonds.** The Purchasing Officer may require a performance bond in the amount of one hundred (100%) percent of the contract price in any case where the contract price exceeds one hundred thousand dollars (\$100,000). The successful offeror must provide a Performance Bond from a surety company qualified to do business under the laws of the State of South Carolina within fourteen (14) days of written notice of formal award of a contract. A power of attorney must accompany the bond. This provision enables the Purchasing Officer to assure that the contractor provides suitable evidence of their financial condition and their ability to complete the work. Failure of the contractor to satisfactorily fulfill his obligations shall be cause for the forfeiture of his guaranty. In such instance, the Purchasing Officer shall document the circumstances and file such document with the related contract documents.

11. Payment Bonds. The Purchasing Officer may require a payment bond in the amount of one hundred (100%) percent of the contract price in any case where the contract price exceeds one hundred thousand dollars (\$100,000). The successful offeror must provide a Payment Bond from a surety company qualified to do business under the laws of the State of South Carolina within fourteen (14) days of written notice of formal award of a contract. A power of attorney must accompany the bond. This provision enables the Purchasing Officer to assure that the contractor provides suitable evidence of their financial condition and their ability to pay their sub-contractors. Failure of the contractor to satisfactorily fulfill his obligations may be cause for the forfeiture of his guaranty.

## TYPES AND FORMS OF CONTRACTS

### Sec. 2-60. Types of Contracts.

Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interest of Georgetown County may be used. A cost reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the County than any other type or that it is impractical to obtain the supply, service, or construction item required except under such a contract.

All contract bid forms and all contracts will be approved by the County Attorney as to form and legality. Following such approval, the County Administrator shall sign all contracts on behalf of the County up to and including one hundred thousand dollars (\$100,000.00) and County Council in excess of one hundred thousand dollars (\$100,000.00). A copy of each signed contract shall be filed with the Purchasing Department.

### Sec. 2-61. Multi-term contracts.

1. Specified Period. A contract for supplies or services may be entered into for a period of time not to exceed five (5) years, provided the term of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. If the contract permits; the contract performance has been acceptable; and the prices continue to be competitive as determined by the Purchasing Officer, the county may exercise unilateral options to extend the term of the contract for consecutive twelve month periods. As stated above, in no case may the term of the contract exceed five (5) years. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.

Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods. All multi-term contracts shall contain a clause stating that, when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled.

## INSPECTION OF PLANT AND AUDIT OF RECORDS

### Sec. 2-62. Inspection of Plant and Audit of Records.

1. Right to inspect plant. Georgetown County may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor that is related to the performance of any contract awarded or to be awarded by Georgetown County.
2. Right to Audit Records. Georgetown County may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three (3) years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

### Sec. 2-63. Reports and Records.

1. Reporting of Anticompetitive Prices. When, for any reason, collusion or other anticompetitive prices are suspected among any bidder or offeror, a notice of relevant facts shall be sent to the County Attorney.
2. Procurement Records. All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained in a contract file in accordance with procurement regulations.
3. Retention of Purchasing Records. All purchasing records shall be retained and disposed of in accordance with record retention guidelines and schedules approved by the SC Department of Archives and History. If a contract is being funded in whole or in part by assistance from a Federal Agency or other grant agency, then all purchasing records pertaining to that contract shall be maintained for the specified period.

## REGULATION FOR SALE, LEASE, TRANSFER, AND DISPOSAL

### Sec. 2-64. Regulations for sale, lease, transfer and disposal. Subject to existing provisions of law, the County shall promulgate regulations governing:

1. The sale, lease, or disposal of surplus supplies by public auction, competitive sealed bidding, or other appropriate methods designated by such regulations;
2. The transfer of excess supplies between agencies and departments.
3. Allocations of proceeds for sale or disposal of surplus supplies.
4. Trade –in sales

Trade-in Value. Unless otherwise provided by law, governmental bodies may trade-in personal property, the trade-in value of which may be applied to the procurement or lease of like items.

#### Sec. 2-65 Disposal of County Real Estate or Real Property

It shall be the policy of the County to offer for sale, at fair market value, all surplus real property owned by the County. Surplus real property may be sold to adjacent owners when, as determined by the County Administrator such property is usable by the adjacent property owner(s). When property is sold, adequate legal provisions shall be made so that no owner will be denied access to his or her property as a result of the sale.

1. Appraisal of Property. All surplus real properties must be appraised, internally or externally, to determine fair market value.
2. Management Review and Recommendation. When it is determined that real property is no longer needed for current or future use by a department, it shall be considered surplus for review by County Council. Following review, the County Administrator will request authorization from County Council to sell that County owned real properties that have been deemed to be surplus.
3. County Council Authorization. County Council must authorize the sale of any surplus real property. Authorization shall be made in County Council meetings by ordinance on the specific property to be offered for sale.
4. Sale of Real Property. After County Council authorization, surplus property will be sold according to the following procedures:
  - (a) Properties Valued at \$25,000 or less. The County Administrator shall make arrangements for the sale of surplus properties valued at \$25,000 or less through negotiation considering the fair market value or, if after a reasonable negotiation or attempt to sell occurs, an alternate acceptable price resulting therefrom.
  - (b) Properties Valued at more than \$25,000. The County Administrator, or their designees, in addition to other provisions found in this section, shall have the ability to sell properties valued more than \$25,000 in the following manners:
    - (i) Online Advertisement
    - (ii) Online Auction Sites
    - (iii) Real Estate Listing Agency
    - (iv) Sealed Bid with a minimum offer requirement
    - (v) Exchange for alternative property, i.e. a land swap

It is in the best interest of Georgetown County to have flexibility with respect to real property sales as each situation presents a unique set of circumstances. The procedures listed above meet the intent of this section so long as the process used is reasonable considering the characteristics of the subject property.

5. Exceptions.

- (a) Community Development properties will be sold in accordance with all applicable federal government regulations.
- (b) Notwithstanding the above rules and regulations, and except for Community Development property, the County Council may authorize the County Administrator to dispose of real property by other legal methods.

Sec. 2-66. Disposal of County Owned Surplus Personal Property

1. County owned property will be disposed of through public auction or through taking publicly advertised sealed bids with approval of County Council where feasible.
2. All departments shall submit in written form a listing of all supplies, materials and equipment that are no longer used or have become obsolete, worn out or scrapped. The Purchasing Officer or designee has the authority to transfer items that are usable to another department.
3. The Purchasing Officer or their designee as appointed by the County Administrator, is the only person authorized to sell supplies, materials and equipment that cannot be used by any other department. Sale may be offered through competitive sealed bids or public auction and sold to the highest bidder.
4. Proceeds from sale of surplus property will be deposited into the appropriate fund (not department) less expense of the sale, as directed by the County Administrator.

ADMINISTRATIVE RESOLUTION OF CONTROVERSIES

Sec. 2-67. Administrative Resolution of Controversies

1. Right to Protest; Exclusive Remedy. Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to the Purchasing Officer within seven (7) business days of the date of issuance of the Invitation for Bids or Request for Proposals or other solicitation documents, whichever is applicable, or any addendum thereto, if the addendum is at issue.

Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to the Purchasing Officer within seven (7) business days of the date that award or notification of intent to award, whichever is earlier, is posted in accordance with this code.

The rights and remedies granted in this article to a disappointed bidder, offeror, contractor, or subcontractor is to the exclusion of all other rights and remedies of such disappointed bidder, offeror, contractor, or subcontractor against the County of Georgetown at common law or otherwise for the loss or potential loss of an award of a contract under the Georgetown County Procurement Policy.

2. Protest Procedure. A protest shall be in writing, submitted to the Purchasing Officer and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided.
3. Duty and Authority to Attempt to Settle Protests. Prior to commencement of an administrative review the Purchasing Officer, or designees thereof shall attempt to settle by mutual agreement a protest of an aggrieved bidder, offeror, contractor, or subcontractor, actual or prospective, concerning the solicitation or award of the contract. The Purchasing Officer or designees thereof shall have the authority to approve any settlement reached by mutual agreement with approval of the County Administrator.
4. Administrative Review and Decision. If in the opinion of the Purchasing Officer, after reasonable attempt, a protest cannot be settled by mutual agreement, the Purchasing Officer shall promptly conduct an administrative review. The Purchasing Officer shall issue a decision in writing within seven (7) business days of completion of the review. The decision shall state the reason for the action taken.
5. Notice of Decision. A copy of the decision along with a statement of appeal rights shall be mailed or otherwise furnished immediately to the protestant.
6. Finality of Decision. A decision shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a further administrative review by the County Administrator within seven (7) business days of posting of the decision. The request for review shall be directed to the County Administrator in writing with a copy sent to the Purchasing Officer, setting forth the reasons why the person disagrees with the decision of the Purchasing Officer.
7. Stay of Procurement during Protests. In the event of a timely protest under paragraph 1 above, the County shall not proceed further with the solicitation or award of the contract until a decision is rendered by the Purchasing Officer or, in the event of a timely appeal to the County Administrator, until a decision is rendered by the County Administrator; provided, however, that solicitation or award of a protested contract will not be stayed if the County Administrator, after consultation with the Purchasing Officer and with the head of the using department, makes a written determination that the solicitation or award of the contract without delay is necessary to protect the best interest of the County.

Sec. 2-68. Authority to debar or suspend.

1. Authority. After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Officer, after consultation with the County Administrator, shall have authority to debar a person for cause from consideration for award of contract for a period of not more than five (5) years.
2. Causes for debarment or suspension. The causes for debarment or suspension are as follows:
  - (a) Conviction for commission of a criminal offense as incident to obtaining or

attempting to obtain a public or private 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 honesty.
  - (c) Conviction under state or federal antitrust statutes.
  - (d) Violation of contract provisions, set forth below, of a character which is regarded by Purchasing Officer to be so serious as to justify debarment action:
    - (1) Deliberate failure without good cause to perform in accordance with the specification or time limit provided in the contract: or
    - (2) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts.
  - (e) Any other cause the Purchasing Officer determines to be so serious and compelling as to affect responsibility of a contractor, including debarment by another governmental entity for cause.
3. Decision. The Purchasing Officer shall issue a written decision to debar or suspend within seven (7) business days of the completion of this administrative review of the matter. The decision shall state the reason for the action taken. A copy of this decision shall be mailed or otherwise furnished immediately to the debarred or suspended person.
4. Finality of Decision. The decision under paragraph 3 of this section shall be final and conclusive, unless fraudulent, or the contractor appeals administratively within seven (7) business days to the County Administrator.

#### Sec. 2-69. Authority to Resolve Contracts and Breach of Contract Controversies.

- 1. Applicability. This section applies to controversies between Georgetown County and a contractor, which arise under or by virtue of, a contract between them. This includes, without limitation; controversies based on breach of contract, mistakes, misrepresentation or other cause for contract modification or rescission.
- 2. Authority. The Purchasing Officer is authorized, prior to the commencement of an action in a court concerning the controversy, to settle and resolve a controversy described in paragraph 1 of this section.
- 3. Failure to Render a Timely Decision. If the Purchasing Officer does not issue the written decision under this section within thirty (30) days after written request for a final decision, or within such longer period as may be agreed upon by the contractor, the contractor may proceed as if an adverse decision had been received.

## REMEDIES

### Sec. 2-70. Remedies Prior to an Award.

1. If prior to award of a contract, it is determined that the solicitation or award is in violation of law, then the solicitation or proposed award may be:
  - (a) canceled;
  - (b) revised to comply with the law and rebid; or
  - (c) award in a manner that complies with the provisions of this code.

### Sec. 2-71. Remedies after an Award.

If after an award it is determined that a solicitation or award of a contract is in violation of law, then:

1. If the person awarded the contract has not acted fraudulently or in bad faith:
  - (a) The contract may be ratified and affirmed, provided it is determined that by doing so is in the best interest of Georgetown County.
  - (b) The contract may be terminated and the person awarded the contract may be, but is not required to be, compensated for actual expenses reasonably incurred under the contract prior to termination.
2. If the person awarded the contract has acted fraudulently or in bad faith:
  - (a) The contract may be declared null and void with no compensation.
  - (b) The contract may be ratified; if such action is in the best interest of Georgetown County without prejudice to the County's right to such damages as may be appropriate.

### Sec. 2-72. Frivolous Protests.

1. Signature on Protest Constitutes Certificate. The signature of an attorney or party on a request for review, protest, motion, or other document constitutes a certificate by the signer that the signer has read such document, that to the best of the signer's knowledge, information, and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law, and that it is not interposed for any improper purpose, such as to harass, limit competition, or to cause unnecessary delay or needless increase in the cost of the procurement of the litigation.

Sec. 2-73. Appeal to the County Administrator.

The County Administrator shall afford a swift resolution of the controversies submitted.

Request for review of other written determinations, decisions, policies, and procedures as arise from or concern the procurement of supplies, services, or construction procured in accordance with the provisions of this policy and the ensuing regulations; provided that any matter which could have been brought before the Purchasing Officer in a timely and appropriate manner, but was not shall not be the subject of review. Request for review under this paragraph shall be submitted to the County Administrator in writing with a copy of the appeal submitted to the Purchasing Officer, setting forth the grounds, within seven (7) business days of the date of such written determinations, decisions, policies, and procedures.

Unless an action has been initiated in the courts for essentially the same cause of action, the County Administrator shall have authority to review and determine:

1. Any protest of a solicitation or award of a contract appealed to the County Administrator by an actual or prospective bidder or offeror or a contractor.
2. Any appeal by an aggrieved party from a determination by the Purchasing Officer authorized in Section 2-67.
3. Direct appeal of any award made under Section 2-47.

Sec. 2-74. Rules of Procedure.

1. Time Limit for Filing an Appeal. For an appeal under Section 2-67, the aggrieved person shall file an appeal with the County Administrator in writing with a copy of the appeal submitted to the Purchasing Officer, setting forth the grounds, within seven (7) business days of the date of such written determinations. For an appeal under Section 2-68 the aggrieved person shall file an appeal with the County Administrator within seven (7) business days of the date of such written determinations.
2. Decision. Upon receipt of an appeal from an aggrieved party, the County Administrator shall conduct an administrative review of the appeal and within seven (7) business days shall affirm, alter or deny the decision rendered by the Purchasing Officer. In matters designated by the County Administrator as complex, the County Administrator shall record their determination within thirty (30) calendar days.
3. Appeal of the County Administrator's Decision. Any person receiving an adverse decision by the County Administrator may appeal to County Council within seven (7) business days of the date of such written determination. County Council may hear an appeal from the County Administrator's decision at their next regularly scheduled meeting so long as an action in Court has not yet been instituted. The appeal shall be made in writing, sent to the attention of the Clerk of Council, with the County Administrator, Purchasing Officer, and County Attorney copied on the written appeal. The decision rendered by County Council shall be final.

## COOPERATIVE PURCHASING

### Sec. 2-75. Cooperative Purchasing Agreements

The Purchasing Officer may procure items, to include but not limited to supplies, equipment or services through cooperative purchasing agreements with an external procurement activity:

1. Cooperative Purchasing Authorized. Any public procurement unit may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between public procurement units and open-ended state public procurement unit contracts which shall be made available to local public procurement units, or except as may otherwise be limited by the board through regulations.
2. Acquisition or Use of Supplies By a Public Procurement Unit - Any public procurement unit may sell to, acquire from, or use any supplies belonging to another public procurement unit or external procurement activity, provided, that such procurement shall take place only when the procuring entities have good reason to expect the intergovernmental procurement to be more cost effective than doing their own procurement.
3. Any public procurement unit may enter into an agreement with any other public procurement unit or external procurement activity for the cooperative use of supplies or services under the terms agreed upon between the parties; provided, that such cooperative use of supplies or services shall take place only when the public procurement units have good reason to expect the cooperative use to be more cost effective than utilizing their own supplies and services.
4. Joint Use of Facilities  
The County may enter into agreements for the common use or lease of warehousing facilities, capital equipment, and other facilities with another public procurement unit under the terms agreed upon between the parties.

### Sec. 2-76. Examples of Cooperative Purchasing, External Procurement Activities:

1. Contracts established by the purchasing division of the State of South Carolina or other states.
2. Contracts which are awarded competitively for use by state and local governments in a purchasing alliance to pool the purchasing power of public agencies such as OMNIA Partners, Sourcewell, NPPGov, BuyBoard, etc.
3. U.S. General Services Administration (GSA) Schedules (also referred to as Federal Supply Schedules) which are contracts competitively awarded by GSA and establish long term contracts with commercial concerns. Services can be ordered directly from GSA Schedule contractors. GSA makes the determination which schedules are available for use by states, counties and municipalities.

## ETHICS IN PUBLIC CONTRACTING

### Sec. 2-77. Ethics in Public Contracting.

1. Criminal Penalties. To the extent that violations of the ethical standards of conduct set forth in this article constitute violations of the South Carolina State Criminal Code, they shall be punishable as provided therein. Such penalties shall be in addition to the civil sanctions set forth in this part. Criminal, civil, and administrative sanctions against employees or non- employees, which are in existence on the effective date of this Ordinance, shall not be impaired.
2. Employee Conflict of Interest. Except as provided for in "Purchasing Policies", Item No. 10, of this manual, it shall be unethical for any County employee to participate directly or indirectly in a procurement contract when the County employee knows that:
  - (a) The County employee or any member of the County employee's immediate family has a financial interest pertaining to the procurement contract.
  - (b) Any other person, business, or organization with which the County employee or any member of a County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.
  - (c) A County employee or any member of a County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

### Sec. 2-78. Gratuities and Kickbacks.

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give, any County employee or former County employee, or for any County employee or former County employee to solicit demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program equipment or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
2. Kickbacks. It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement of the award of a subcontractor order.
3. Prohibition against Contingent Fees. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding

for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

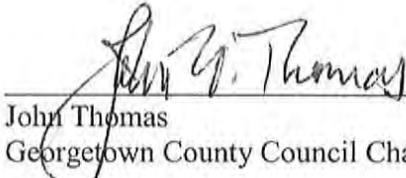
4. Contemporaneous Employment Prohibited. It shall be unethical for any County employee who is participating directly or indirectly in the procurement process to become the employee of any person contracting with the governmental body by which the employee is employed.
5. Waivers from Contemporaneous Employment Prohibition and Other Conflicts of Interest. The County Administrator may grant a waiver from the employee conflict of interest provision upon making a written determination that:
  - (a) The contemporaneous employment or financial interest of the County employee has been disclosed.
  - (b) The County employee will be able to perform its procurement functions without actual or apparent bias or favoritism.
  - (c) The award will be in the best interest of the County.
6. Use of Confidential Information. It shall be unethical for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.
7. Sanctions.
  - (a) Employees. In addition to any remedies available in the personal policy as amended, the County Administrator may impose any one or more of the following sanctions on a County employee for violations of the ethical standards in this Section:
    - (1) Oral or written warnings or reprimands;
    - (2) Suspension with or without pay for specified periods of time; or
    - (3) Termination of employment.
  - (b) Non-employees. The Purchasing Officer, subject to approval of the County Administrator may impose any one or more of the following sanctions on a non-employee for violations of the ethical standards;
    - (1) Written warnings or reprimands.
    - (2) Termination of contract.
    - (3) Debarment or suspension as provided in Sec. 2-68 (Authority to Debar or Suspend)

## ASSISTANCE TO MINORITY BUSINESSES

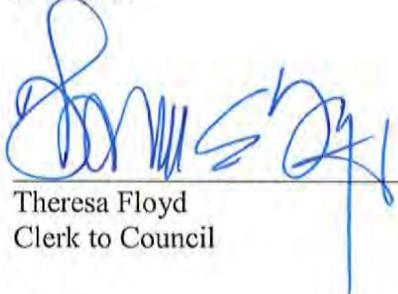
### Sec. 2-79. Assistance to Disadvantaged Business and Minorities.

1. Disadvantaged business defined. A “disadvantaged business” is a small business that is owned or controlled by a majority of people, not limited to members of minority group, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.
2. Solicitation of Disadvantaged Businesses. The Purchasing Officer shall maintain a bidder's list of small and disadvantaged businesses, and shall solicit those firms on such list for each procurement for which they are qualified.
3. Minority business assistance. The Purchasing Officer shall conduct the affairs of the Purchasing Office consistent with the State of South Carolina Code of Laws as promulgated in Title 11, Chapter 35, Article 21 of the South Carolina consolidated Procurement Code, (Assistance to Minority Businesses), or as amended.

**DONE, RATIFIED AND ADOPTED THIS 25<sup>th</sup> DAY OF AUGUST, 2020.**

 (Seal)  
\_\_\_\_\_  
John Thomas  
Georgetown County Council Chairman

ATTEST:

  
\_\_\_\_\_  
Theresa Floyd  
Clerk to Council