



District 5 of Lexington and Richland Counties

1020 Dutch Fork Road

Irmo, SC 29063

PROCUREMENT MANUAL

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I. Forward

The Procurement Department has the responsibility for the supervision and procurement of all supplies and services required to equip, maintain, and operate the District's schools and departments. These guidelines were written to serve as a guide to set forth those responsibilities. As a guide, the guidelines delineate the functions, scope, responsibilities, and duties of the District's Procurement Department.

The general goal of the Procurement Department is to ensure that the District obtains the maximum value for each dollar expended and that all supplies and services are procured in a systematic manner. To accomplish this goal, the procurement function is to foster as much competition as possible. In doing so, it adopts the goal of fairness to ensure that the process is open to all who want to compete for District business.

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

All District procurements must be in compliance with the District's Procurement Code.

II. INTRODUCTION

1. Purpose

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

2. Objectives

The objectives of these guidelines are:

- a. To inform all District personnel of the District's procurement policies, procedures, and objectives;
- b. To outline practices, principles, and procedures to be followed in the performance of the procurement function;
- c. To acquaint personnel of the District with the purpose and function of the Procurement/Purchasing Department;
- d. To ensure standardization in procurement practices and procedures;
- e. To obtain services and supplies at the most cost effective price while meeting the requirements of the District's Procurement Code.

III. AUTHORITY

1. Purchasing Authority and Responsibility

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

The underlying purposes and policies of this Code are:

- a. To provide increased economy in procurement activities and to maximize to the fullest extent practicable the purchasing values of funds of the district while ensuring that procurements are the most advantageous to the District;
- 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 regulations governing procurement by this district;
- e. To require the adoption of competitive procurement practices by the district;
- f. To ensure the fair and equitable treatment of all persons who deal with the procurement system of this district which will promote increased public confidence in the procedures followed in public procurement;
- g. To provide safeguards for the maintenance of a procurement system of quality and integrity with clearly defined rules for ethical behavior on the part of all persons engaged in the public procurement process;
- h. To develop an efficient and effective means of delegating roles and responsibilities;
- i. To promote increased public confidence in the procedure followed in public procurement;
- j. To permit the continued development of explicit and thoroughly considered procurement policies and practices;
- k. To train procurement officials in the techniques and methods of public procurement;
- l. To mandate the existence of a structured system of auditing and monitoring in order to assure adherence to the provisions of this Code;
- m. To establish policies and procedures relating to the procurement, management, control, and disposal of supplies, services, equipment, information technology, and construction as applicable, under the authority of the South Carolina Consolidated Procurement Code Title 59 of the South Carolina Code of Laws, and regulation of the State Board of Education.

IV. ETHICS

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

In all procurement actions for this School District, the provision of Chapter 13, Title 8 (State Ethics Act), South Carolina Code of Laws, 1976 shall be complied with.

V. GENERAL

1. Obligation of Good Faith

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

2. Conflicts of Interest

Each employee of the District and of the Procurement Department has the responsibility to take all appropriate steps to ensure that the District does not knowingly enter into any purchase commitment that could result in a conflict of interest. The staff of the Procurement Department will bring any questionable situations to the attention of the proper authorities.

3. Personal Purchases

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

4. Unauthorized Purchases

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

Examples:

- Authorizing a vendor to ship or deliver goods/services **prior** to receiving a properly executed and approved purchase order
- Artificially dividing items/services to avoid competition requirements
- Changing orders with a vendor without submitting a Purchase Order Revision form
- Purchasing items not authorized to be purchased utilizing the procurement card or exceeding the procurement card limit per commitment or dividing/splitting a procurement between procurement cards to circumvent the procurement card limit
- Signing a contract/lease without authority

Procedures:

- The school principal or department head will be notified in writing of any procurement that appears to be unauthorized.
- The Unauthorized Procurement form must be completed and signed by the individual responsible for the procurement and their supervisor. The Facts and

Circumstances portion of the form must be completed by the individual responsible for the procurement. The supervisor must complete the Disciplinary Actions and Corrective Actions sections of the form. Once the form is complete and signed, the form should be returned to Procurement Department.

- Procurement staff will review the form for completeness. If complete, the form will be forwarded to the Chief Financial Officer for ratification.

5. Audits

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

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

6. Records of Procurement Actions

The Procurement Department shall submit semi-annually a record listing all contracts made pursuant to § 1560 (Sole Source Procurement) or § 1570 (Emergency Procurements) to the Superintendent. The record must contain:

- a) each contractor's name;
- b) the amount and type of each contract;
- c) a listing of supplies, services, information technology, or construction procured under each contract.

7. Retention of Records

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

VI. REQUISITIONS

Process/Definition

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

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

Procedures

Procedure for entering requisitions in IVEE:

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

Procurement, or any other necessary information. **All requisitions exceeding \$2,500.00 must include the method of source selection.**

VII. PURCHASE METHODS

The following methods are approved for District purchases:

1. Purchase Orders (POs)

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

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

2. Purchase Card (Credit Card) Purchases

The P-Card may be used for District approved purchases. A requisition must be created each month to encumber the funds for the monthly charges. *(See section XV for the Purchasing Card Program)*

VIII. SOURCE SELECTION

Identifying the most appropriate method of source selection for a procurement is a key activity in the purchasing cycle because the source selection can affect the amount of competition that will be present in that procurement. Competition is basic to governmental procurement and seeking maximum competition will reduce the opportunity for favoritism and inspire public confidence that contracts are being awarded equitably and economically. **All requisition exceeding \$2500 must include the source selection in the Note field of the requisition.** The District uses the following source selections:

1. Exemptions

The District's Board of Trustees has exempted specific supplies and services from the competitive procurement process; i.e., quotes, bids, proposals, etc.; however, all other policies and procedures apply to the procurement. A list of exemptions is found in Appendix A of this manual.

2. District Term Contracts

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

3. State Term Contracts

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

4. **Sole Source Purchases** <https://procurement.sc.gov/agency/contracts>

A contract may be awarded for supplies and services if the Superintendent or Chief Financial Officer determines in writing that there is only one source for the required supply, service, information technology, or construction item. Sole Source procurement is not permissible unless there is only a single supplier. Written documentation must include the determination and basis for the proposed sole source procurement. In cases of reasonable doubt, competition must be solicited. Any decision by a District that a procurement be restricted to one potential vendor must be accompanied by an explanation as to why no other vendor will be suitable or acceptable to meet the need.

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

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

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

Procedure:

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

5. **Emergency Purchases**

The Superintendent or Chief Financial Officer or a designee of either officer may make or authorize others to make emergency procurements only when there exists an immediate threat to public health, welfare, critical economy and efficiency, or safety under emergency conditions provided that such emergency procurements shall be made with as much competition as is practicable under the circumstances. An emergency condition is a situation which creates a threat to public health, welfare, or safety such as may arise by reason of floods, epidemics, riots, equipment failures, fire loss, or such other reason as may be proclaimed an emergency by the Superintendent or Chief Financial Officer or a designee of either. The existence of such conditions must create an immediate and serious need for supplies, services, information technology, or construction that cannot be met through normal procurement methods and the lack of which would seriously threaten: (1) the functioning of the District; (2) the preservation or protection of property; or (3) the health or safety of any person.

Written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Emergency procurements shall be made with as much competition as is practicable under the circumstances. Emergency procurement shall be limited to those supplies and services necessary to meet the emergency. The procedure used shall be selected to assure that the required supplies, services, or construction items are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

Procedure:

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

6. Competitive Purchases

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

Small Purchases are defined as purchases < \$50,000.01 (Items A-C below).

The provisions of Section 2-2125 (Protest Rights) shall not apply to contracts awarded under the procedures set forth in this section.

A. \$0 - \$2,500.00:

Small purchases not exceeding two thousand five hundred dollars (\$2,500.00) may be accomplished without securing competitive quotations if the prices are considered reasonable. The purchases must be distributed equitably among qualified suppliers. When practical, a quotation must be solicited from a supplier other than the previous supplier before placing a repeat order.

B. \$2,500.01 - \$10,000.00:

Solicitation of written quotes from a minimum of three (3) qualified sources of supply are required. These quotes must be attached to the requisition in IVEE. In the *Notes* Section of the requisition, enter *Quotes Attached*. If a vendor does not respond to the request for quotation, attach a copy of the e-mail or fax that was originally sent to the vendor. A "no quote" response is considered an attempt to obtain a quote and additional sources do not need to be contacted for the quote. Quotes will be evaluated on the delivered price and exclude taxes. The award shall be made to the lowest responsive and responsible source unless there is a justifiable reason for rejecting the offer which must be thoroughly documented in writing.

Quotation guidelines:

- The vendor's name, name of person submitting the quote, full address, phone number, fax number and email address shall appear on the

quote.

- All vendors must be given the same information to prepare their quotes.
- Specifications must be fair and clear.
- Vendors should submit prices that include delivery.
- Vendors should be qualified to provide the goods or services being quoted.
- Quotes being compared must be for like item comparisons.
- The quote must have a closing date and time. A reasonable time must be allowed.
- A vendor's price cannot be disclosed to other potential vendors until after a PO is issued.
- Vendors cannot be offered the opportunity to lower their price to obtain a purchase.
- The Procurement Department may obtain additional quotes.

C. 10,000.01-50,000.00

Written solicitation of written quotes, bids, or proposals must be made for a small purchase over ten thousand dollars (\$10,000.00) but not in excess of fifty thousand dollars (\$50,000.00). The procurement shall be advertised at least once in *South Carolina Business Opportunities* or a newspaper of general circulation in the District or a means of central electronic advertising approved by the Board. A copy of the written solicitation and written quotes will be made a part of the contract file. The award must be made to the lowest responsive and responsible source or, when a request for proposal process is used, the highest-ranking offeror. Procurements in excess of \$10,000 will be administered by the Procurement Department. The following information is to be submitted to Procurement for soliciting the procurement:

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

D. \$50,000.01 – and greater:

Competitive Sealed Bidding

Competitive Sealed Bidding is the preferred method of source selection for acquiring supplies and services because it allows offerors to compete on the basis of price. Competitive Sealed Bidding is used to initiate competitive procurements in excess of \$50,000.

Procedures

1. Prepare a written solicitation to include:
 - a. Bid Instructions - List the instructions and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the individual to whom the bid is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information.
 - b. Specifications - Include the purchase description, evaluation factors, specifications, delivery and performance schedule, and such inspection and acceptance requirements that are not included in the purchase descriptions.
 - c. Terms and Conditions - List the contract terms and conditions, including warranty and bonding or other security requirements, as applicable.
 - d. Confidentiality Instruction - Include instructions to bidders to visibly mark as "confidential" each part of their bid that they consider to be proprietary information.
 - e. Pre-Bid Conferences - If a pre-bid conference is desired, indicate date, time and place, and whether attendance is optional or mandatory. Optional conferences are preferred. Mandatory conferences should only be used when the information revealed at the conference cannot be adequately provided in the solicitation or an amendment. It is recommended to seek legal counsel when making a mandatory conference.
 - f. Bidding Schedule - Describes how pricing is to be submitted.
 - g. Attachments: List all applicable attachments with a brief statement about their purpose.
2. Issue the Invitation for Bids which includes the:
 - a. Solicitation Number
 - b. Issue Date - The date the bid is advertised
 - c. Contract Period
 - d. Bid Due Date - The exact date/time of receipt of bids. The date should be at least 7 days after the date the bid is advertised.
3. The solicitation is to be publicized in *South Carolina Business Opportunities* or in a newspaper of general statewide circulation in the District and/or means of central electronic advertising as approved by the Board. The notice will run for approximately 7 days.
4. Conduct Pre-Bid Conferences and/or Site Visit - Mandatory conferences are not recommended. If a mandatory conference is held, a sign-in sheet is necessary to record attendees and the eligibility of bidders.

5. Issue Amendments - Amendments are used to change bid solicitations prior to award. They can be used to correct, clarify, or extend. Any changes in the requirements of the solicitation must be made by written amendment. All recipients of the original solicitation will receive a copy of all associated amendments.
6. Receipt of Bids - Bids must be kept secure and unopened except as provided in the Code for unidentified bids. Bids are received until the due date and time specified in the solicitation.
7. Unidentified Bids - Unidentified bids may be opened solely for the purpose of identification and then only by an official specifically designated for this purpose by the Director of Procurement or designee. If a sealed bid is opened by mistake, the person who opens the bid must immediately write his signature and position on the envelope and deliver it to a Procurement staff member, who must immediately write on the envelope an explanation of the opening, the date and time opened, the solicitation number, and his/her signature, and then shall immediately reseal the envelope.
8. Bid Opening - A public bid opening is held in the presence of one (1) or more witnesses at the date and time notated in the solicitation. The name of the responders and their bid total are disclosed.
9. Bids are tabulated to include the amount of each bid and the name of each bidder. The tabulations are open to public inspection at that time.
10. Bids are evaluated based on the requirements set forth in the solicitation.
11. The contract is awarded to the lowest responsive and responsible bidder. Procurements in excess of \$50,000 require an Intent to Award and the contract is not effective for 10 days.
12. The award is posted.
13. The purchase order and/or contract is issued to the contractor.

School/Department Responsibilities

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

Prior to releasing the solicitation:

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

After receipt of bids/proposals:

1. Review the bids/proposals results with Procurement staff

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

Processing Time

Solicitations are solicited for approximately 7 days. If the procurement is in excess of \$50,0000.00, an Intent to Award is issued and becomes the official award after ten (10) days.

Confidentiality

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

Bid Opened by Mistake

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

Competitive Best Value Bidding

Purpose

The purpose of best value bidding is to allow factors other than price to be considered in the determination of award based on pre-determined criteria identified by the District.

Written Determinations

A written determination must be completed for the justification of use of competitive best value bid and for the award.

Procedures

1. Prepare the written solicitation: The written solicitation will have similar terms and conditions as the invitation for Competitive Sealed Bidding. The bid must state the factors to be used in determining the award.
2. Evaluation Criteria: The evaluation criteria of cost cannot be less than sixty (60) percent.
3. Advertising: Advertising is done in the same manner as a Competitive Sealed Bid.
4. Bid Opening: The only information released is the names of the participating bidders, price is not disclosed.

5. Evaluation: Evaluation of a competitive best value bid does not require the convening of an evaluation team. The buyer has the discretion to evaluate the responses or convene an evaluation team.
6. Award Contract: The award is made to the highest rated responsible and responsive bidder.

Competitive Fixed Price Bidding

Purpose

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

Written Determinations

A written determination must be completed for the justification of use of competitive fixed pricing bid.

Procedures

1. Prepare the written solicitation: The written solicitation will have similar terms and conditions as the invitation for Competitive Sealed Bidding.
2. Pricing: Pricing is established prior to soliciting the bid.
3. Advertising: Advertising is done in the same manner as a Competitive Sealed Bid.
4. Evaluation: Bidder's responses to fixed price bids will be reviewed to determine if they are responsive and responsible.
5. Award: Award is made to all responsive and responsible bidders. The contract file will contain the basis on which the award is made.
6. Bids received after award: Bidders not responding to the initial bid may be added to the awarded vendors list provided they are a responsive and responsible bidder.

Competitive Sealed Proposals

Purpose

Request for Proposals (RFP) are typically used when factors other than price are as important or are more important than the price and there is not sufficient information about what is required; i.e., relatively new technology or non-standard items.

An RFP is a formal competitive procurement procedure for transactions greater than \$50,000; however, Request for Proposals may be issued for procurements under \$50,000.

Written Determination

The Procurement staff will determine in writing whether the use of competitive sealed bidding is practical or most advantageous to the District in accordance with the Code. If determined, an RFP will be prepared by Procurement with advice and support from the school/department.

Procedures

1. Prepare Specifications/Scope of Work:
 - a. The school/department develops draft specifications and submits the draft to Procurement for review and to make changes as appropriate.
2. Prepare a written solicitation to include:
 - a. Instructions to Proposers: instructions and information to proposers concerning the submission requirements, including the time and date set for receipt of proposal, the individual to whom the proposal is to be submitted, the address of the office to which bids are to be delivered, the maximum time for bid acceptance by the District, and any other special information
 - b. Specifications - the purchase description, evaluation factors, specifications, delivery and performance schedule, and such inspection and acceptance requirements that are not included in the purchase descriptions
 - c. Terms and Conditions - the contract terms and conditions, including warranty and bonding or other security requirements, as applicable
 - d. Confidentiality Instruction - instructions to proposers to visibly mark as "confidential" each part of their proposal that they consider to be proprietary information
 - e. Pre-Proposal Conferences - If a pre-proposal conference is desired, indicate date, time and place, and whether attendance is optional or mandatory. Optional conferences are preferred. Mandatory conferences should only be used when the information revealed at the conference cannot be adequately provided in the original solicitation or an amendment. It is recommended to seek legal counsel when making a mandatory conference.
 - f. Proposal Contents - indicates specifically what should be included in the proposal response
 - g. Award Criteria - provides the basis of award for the proposal
 - h. Attachments - list of applicable attachments with a brief statement about their purpose
3. Issue the Request for Proposals:
 - a. Assign solicitation number
 - b. Issue date - The date the RFP is publicly posted.
 - c. Contract Period
 - d. Due date and time - the exact date/time of receipt of bids. The date should be at least 10 days after the date the bid is advertised.
4. The solicitation is to be publicized in the same manner as provided in Competitive Sealed Bidding.
5. Receipt of Proposals - proposals kept secure and unopened except as provided in the Code for unidentified proposals

6. Proposal Closing - public bid opening is held at the date and time in the solicitation, proposals are tabulated and the only information released is the names of the participating bidders, price is not disclosed
7. Proposal Distribution - After the proposal opening the Procurement staff will
 - a) review the proposals for obvious areas of non-responsiveness and assure the proposals are complete
 - b) provide the evaluation team a copy of the RFP and copies of the proposal responses, the procedures for evaluating the response, and an evaluation sheet for each proposer
8. Evaluation Criteria - based on weighted criteria established in the RFP
9. Evaluation Team - consists of three approximately (3) to five (5) individuals with sufficient knowledge of the proposal requirements
10. Offeror's References - references checked by Procurement or member of the evaluation team
12. Oral Presentations - evaluation team has the option of conducting an oral presentation conference with any one or all of the bidders to clarify or verify the contents of the proposal if necessary
13. Contract Award - offeror receiving the highest total aggregate score by the evaluation team is recommended for award of contract (pending negotiations) and the award is posted
14. The purchase order and/or contract is administered to ensure contractor performance.

IX. Federal Contract Clauses

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

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

- (a) Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the district without the required thirty (30) days advance written notice, then the District may negotiate reasonable termination costs, if applicable.
- (b) Termination for Cause: Termination by the District for cause, default, or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.

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

Equal Opportunity: Contractors are referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to, Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

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

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

Davis-Bacon Act: All construction contractors awarded a contract in excess of \$2,000 must comply with the Davis-Bacon Act, (40 U.S.C. 3141-3144 3146-3148), the Department of Labor regulations (29 CFR Part 5), the "Anti-Kickback" Act(40 U.S.C. 3145), and the Department of Labor regulations (29 CFR Part 3).

Byrd Anti-Lobbying Amendments: Contractors that apply or bid for an award exceeding \$100,000 must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Certification Regarding Debarment and Suspension: Contractors who submit offers must certify that they and/or any of its principals,

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

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

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

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

Rights to Inventions: Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

Procurement of Recovered Materials: Contractors and subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. To the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or,
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at

www.epa.gov/epawaste/consERVE/tools/cpg/products/.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

X. PURCHASE ORDERS

1. Process/Definition

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

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

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

The purchase order must be entered to the same vendor that will be invoicing the District. If the vendor is not on the District's Financial System, send the vendor's W-9 form to the Procurement Office for vendor setup.

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

Procedures

- Enter requisition and details in IVEE.
- Include all information or attachments that are required. **All requisition exceeding \$2500 must include the source selection in the Note field of the requisition.**
- Check Submit for Approval in IVEE for administrative approval.
- After the receipt of all administrative approvals, Procurement will either approve the requisition or return the requisition if additional information is needed.
- The Procurement Office will generate a purchase order for approved requisitions and the originator will receive a copy of the purchase order via email.
- Prepaid purchase orders will be received by the Procurement Office and sent to Finance for payment.

2. Purchase Order Changes

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

Procedure

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

XI. SPECIFICATIONS

1. Purpose

The purpose of a specification is to serve as a basis for obtaining goods and services. It is the intent of the District that specifications permit maximum practicable competition consistent with this purpose. Specifications shall be drafted with the objective of clearly describing the District's requirements. All specifications shall be written in a non-restrictive manner so as to describe the requirements to be met. The term *specification* refers to that portion of a solicitation that describes the characteristics of the goods or service being procured and the requirements to be satisfied by the goods or services. It is used interchangeably with the terms, *purchase description*, *purchase specification*, *purchase requirement*, *commercial item description*, *scope of work* and *statement of work*. A specification may include requirements for samples, prototypes, inspection, testing, warranty and packaging. The specification portion of a solicitation should not contain bidding instructions, contractual terms and conditions, pricing formats or similar materials.

2. Brand Name or Equal

Brand name specifications use one or more manufacturer's brand names and model numbers to describe the standards of quality, performance, and other characteristics of the goods being procured.

3. Restrictive Specifications

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

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

XII. Vendor Relations and Performance

1. Relationship Defined

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

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

2. Correspondence with Vendors

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

3. Complaints against Vendors

Contact the Procurement Department with any problems or complaints about vendors and/or their performance.

XIII. Disposition of Surplus Property

1. Definition

The final step in the procurement cycle is the disposition of surplus property. Surplus property is all District-owned supplies and equipment, not in actual public use, with remaining useful life and available for disposal. District property may be declared surplus by the Procurement Officer, in consultation with other District Administrators, when it is deemed unusable for District purposes, is obsolete, or the costs to repair or to refurbish the property in order to return it to public use would exceed the value of like used equipment with a remaining useful life.

2. Procedures

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

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

XIV. Assistance to Minority Businesses

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

The term “minority business” means a business holding a Certificate of Eligibility issued by the South Carolina Office of Small and Minority Business Assistance (OSMBA). Schools/Departments are encouraged to use every opportunity to utilize minority businesses in fulfilling their non-competitive procurement needs as well as soliciting quotes and/or proposals from these businesses. A directory of certified Small and Minority Businesses can be found at <http://osmba.sc.gov/directory.html>. Records shall be maintained to indicate the number and dollar value of purchases made from certified minority firms and reported in writing, to the Board annually.

XV. Purchasing Card Program

The purpose of the Purchasing Card Program is to improve the efficiency and effectiveness of the District’s procurement program. Small, incidental purchases that are subject to purchase on the open market in compliance with the district’s Procurement Code are ideally suited for purchase with a purchasing card. Small purchases are defined as purchases not exceeding \$2,500 per commitment. These small purchases can be completed with a purchasing card and invoiced for payment on a monthly basis to increase the convenience of making small purchases, maintain accounting controls, and reduce the labor hours at the school and department level and in Fiscal Services. Prices should be fair and reasonable and users should check around for the best prices. When practical, purchases must be solicited from suppliers other than the previous supplier before placing a repeat order. Under no circumstances shall items purchased be shipped to a home address or be **artificially divided** to circumvent the \$2,500 limit per commitment.

1. Procurement Department Responsibilities

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

2. Cardholder Responsibilities

- a. Keeping the card secure at all times -The District procurement card is to be protected by the same safeguards that are applied to the security of a personal credit card. It is left to the discretion of each cardholder to determine where the most secure place would be.
- b. Recording the name, date and purpose of all transactions on the *Authorization for Visa Purchase Form*, obtaining authorization and user

signatures, and attaching it to the monthly statement along with the corresponding receipt(s)

- c. Checking the Visa Authorization Log for fraudulent charges each day
- d. Reconciling transactions monthly
- e. Ensuring receipt of materials and services
- f. Contacting the supplier to resolve any delivery problems, discrepancies and damaged goods claims
- g. Entering monthly requisitions with attached receipts and authorizations for all transactions

3. Obtaining a Procurement Card

- a. Cardholder must be an employee of the Lexington/Richland County School District.
- b. A completed Procurement Card Agreement must be forwarded to the Procurement Department.
- c. The procurement card must be picked up in person.
- d. The back of the card must be signed immediately upon receipt

4. Card Cancellation

The procurement card must be cancelled for the following reasons:

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

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

5. Card Surrender

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

6. Spending Limits and Guidelines

The per transaction spending limit for all cardholders is \$2,500.00. Single purchases should not be divided to circumvent the \$2,500 limit per transaction. These types of transactions will be regarded as an Unauthorized Purchases and subject to disciplinary actions. Transaction limits may be temporarily increased for exempt purchases at the discretion of the Procurement Department.

The monthly limit is determined by the Procurement Department, but there is no annual or daily limit. Since District funds are committed each time the card is used, it is extremely important that users verify they have sufficient budget balances before charges are made.

7. Internet Purchases

Purchases on the procurement card via the internet are allowed. Receipt documentation must be maintained to support the internet order. All documentation must be itemized reflecting the individual item cost as well as

the total cost of the purchase. Invoices or itemized receipts are required for internet purchases.

8. Security for Purchases through the Internet

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

9. Receipt of Materials and Services

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

10. Returns and/or Exchanges

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

11. Disputed Transactions

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

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

12. Cardholder Recordkeeping

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

13. Card Renewal

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

14. Lost or Stolen Card

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

15. Reconciliation

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

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

16. Audit Procedures

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

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

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

Prohibited Procurement Card Purchases

- a. Alcoholic Beverages
- b. Tobacco Products
- c. Cash Advances

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

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

Consequences of Violations of the Purchasing Card Program Policies and Procedures

- First violation - A memorandum will be sent to the user and the cardholder notifying him/her of the infraction and requesting a written response to the facts and circumstances surrounding the infraction along with disciplinary and corrective actions to prevent recurrence. A hardcopy of the memo (including the response) will be placed in a cardholder's file.
- Second violation within a one-year period - Suspension of the cardholder's card for thirty days and a memorandum to the user and the cardholder notifying him/her of the infraction and requesting a written response to the facts and circumstances surrounding the infraction along with disciplinary and corrective actions to prevent a recurrence. A hardcopy of the memo (including the response) will be placed in a cardholder's file.
- Third violation within a one-year period - Suspension of the cardholder's card for ninety days and a memorandum to the user and the cardholder notifying him/her of the infraction and requesting a written response to the facts and circumstances surrounding the infraction along with disciplinary and corrective actions to prevent recurrence. A hardcopy of the memo (including the response) will be placed in a cardholder's file.
- Fourth violation within a one-year period - Immediate surrender and termination of the cardholder's P-Card and a formal termination memorandum to the cardholder informing them of current and past violations.

APPENDIX A

SCHOOL DISTRICT FIVE OF LEXINGTON AND RICHLAND COUNTIES

CODE EXEMPTIONS

1. **COPYRIGHTED EDUCATIONAL MATERIALS** to include, but not be limited to:
 - a. Books, dictionaries, textbooks, newspapers, diplomas
 - b. Professional journals, technical pamphlets, periodicals, subscriptions
 - c. Educational films, filmstrips, slides and transparencies
 - d. Video tapes, cassettes, DVDs
 - e. Standardized tests, testing materials, and services to score the tests

2. **COPYRIGHTED TECHNOLOGY MATERIALS** to include, but not be limited to:
 - a. Computer assisted instructional materials, software, interactive video programs, and other related materials made available by information technology that can only be obtained from the company providing the information or service
 - b. CD-ROM documents, data bases
 - c. District adopted instructional software, including site licenses, or other support services or related information/materials only available or provided by the software provider
 - d. License agreements/renewals for computer software after such software has been competitively bid as required by the Code and additional software features/options that are only available by the software provider

3. **MEDICAL AND RELATED SERVICES** to include, but not be limited to:
 - a. Licensed/certified medical doctors, physicians, nurses, psychiatrists, psychologists, behaviorists, counselors, dentists, optometrists, etc.
 - b. Hospital and clinical services, occupational and physical therapy
 - c. Mental health organizations and services
 - d. Long-term care medical or educational organizations and treatments programs
 - e. Speech, language and related services, audiologist
 - f. Vaccines

4. **GOVERNMENTAL SERVICES** to include, but not be limited to:
 - a. Services and supplies provided by the Federal government, state agencies, county, city or special purpose districts
 - b. Payments of taxes, social security, annuities, etc.
 - c. School Resource Officer services

5. **EDUCATIONAL SERVICES** to include, but not be limited to:
 - a. Contractual and cooperative agreements for provision of services to students
 - b. Tuitions paid to institutions of higher learning
 - c. Evaluation services and expenses of visiting committees such as Southern Association of Colleges and Schools
 - d. Consultants for evaluation of academic programs
 - e. Professional artist services, including dancers, writers, poets, theatre groups, craftsmen, folk artists, or other such services

6. **POLICY AND LEGAL SERVICES** to include, but not be limited to:
 - a. Attorney services (subject to Board approval), court recorders, expert witness services, bond rating services and costs associated with issuance or refinancing of bonds
 - b. Certified Public Accountants (subject to Board approval)
 - c. Legislative consultant (subject to Board approval)
 - d. Financial advisors, investment management, brokerage services (subject to Board approval)
 - e. Insurance coverage, both primary and reinsurance
 - f. Other professional services obtained on a fee basis (subject to Board approval)

7. **STAFF DEVELOPMENT** to include, but not be limited to:
 - a. Training provided by consultants, certified teachers/trainers or District personnel
 - b. Training materials secured or prepared for instructional purposes
 - c. Workshop, conference, and seminar registration
 - d. Instructional training seminars or staff development offered by the District to district employees and those contractual services necessary to provide the services for the seminar.

8. **STUDENT SERVICES** to include, but not be limited to:
 - a. Electronic and printed exams, tests, testing materials, including scoring services and materials
 - b. Canine drug and/or weapon detection services and related support services
 - c. Homebound services and home visits
 - d. Instruction provided by certified teachers, interpreter services, English tutors
 - e. Interpreters, interpreter services, tutors

9. **UTILITIES & ENERGY EXPENSES** to include, but not be limited to:
 - a. Fuel, propane, natural gas
 - b. Oil company credit card purchases of gas, oil or fluids
 - c. Electric/power services
 - d. Water/sewer, gas, cable TV, and related services and costs
10. **COMMUNICATION EXPENSES** to include, but not be limited to:
 - a. Local & long distance telecommunication services
 - b. Telecommunication equipment, upgrades, maintenance & repair contracts
 - c. Lease of imbedded telephone systems
11. **REFUNDS** to include, but not be limited to:
 - a. Refunds of health insurance, earnest monies, bid securities, or other funds temporarily entrusted to the District
12. **ONE-OF-A-KIND ITEMS** to include, but not be limited to:
 - a. Paintings, sculptures, antiques, art reproductions, historical artifacts, other rare items
 - b. Scientific specimens, skeletal and taxidermy mounts, models, fossils, minerals, rocks, etc.
13. **EMERGENCY REPAIRS** to include, but not be limited to:
 - a. Repairs to life safety, fire, security systems, and public address systems
 - b. Repairs to buses or other vehicles while transporting students or staff on District sponsored trips
14. **ITEMS PURCHASED FOR RESALE**
15. **MAIL AND DELIVERY SERVICES, POSTAGE AND POST OFFICE BOXES**
16. **PERISHABLE FOODS**
17. **TRAVEL EXPENSES FOR STAFF & STUDENTS** to include, but not be limited to.
 - a. Airline, car rental, bus, train, parking, taxis, etc.
 - b. Hotel accommodations
 - c. Meals/allowances
 - d. Conference/seminar and other registrations/fees
 - e. Admission costs/fees

18. **PROFESSIONAL DUES & MEMBERSHIPS**

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

- a. Appraisals and related services
- b. Leasing of public parking lots, lecture halls, theaters, arenas, athletic facilities, recreational areas, etc. for District sponsored events

20. **ADVERTISING**

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

21. **PUPIL ACTIVITY FUNDS**

22. **PROFESSIONAL ARTISTS.**

23. **CLERGY SERVICES**

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

- a. Purchase of grant specified and approved equipment. subcontracts and consultants required for the successful completion of the grant project and where competitive bidding is not required or practical (subject to Chief Procurement Officer approval)

25. **CONFIDENTIAL GOODS AND SERVICES:**

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

26. **COOPERATIVE PURCHASE WITH PUBLIC PROCUREMENT UNITS:**

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

27. **BUDGET AND CONTROL BOARD EXEMPTIONS:**

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