

**PROCUREMENT POLICY, AS AMENDED AND
APPROVED BY CITY COUNCIL AS OF
February 28, 2023
CITY OF CHARLESTON, SOUTH CAROLINA**

A. PURPOSE OF POLICY; APPLICATION

1. The purpose of this Policy is to provide for the fair, open, competitive and equitable treatment of all persons involved in public purchasing by and the provision of services to the City of Charleston, South Carolina, hereinafter referred to as the “City”, to maximize the purchasing value of public funds and to provide safeguards for maintaining a procurement system of quality, openness, competition and integrity.
2. This Policy shall apply to all contracts for the procurement of supplies and services by the City after the effective date hereof. It shall apply to every expenditure of public funds irrespective of its source. Nothing in this Policy, however, shall prevent any City department or agency from complying with the terms and conditions of any grant, gift or bequest which are otherwise consistent with law.
3. Procurement information shall be a public record to the extent required by Chapter 4 of Title 30 (The Freedom of Information Act), South Carolina Code of Laws, 1976, as amended, with the exception that commercial or financial information obtained in response to a “request for proposals” which is privileged and confidential shall not be disclosed.
4. Where the expenditure of public funds is involved in the procurement of any goods or services, the Procurement Director or appropriate City department shall comply with such rules and regulations as may be required by the appropriate Federal agency, if applicable.
5. In all actions involving the procurement of supplies, services or construction for the City, the provisions of Chapter 13 of Title 8 (State Ethics Act), South Carolina Code of Laws, 1976, as amended, shall be followed.
6. All contracts for goods or services to which the City is a party shall be approved by the Mayor, the Chief Financial Officer or the Deputy Chief Financial Officer when budgeted by Council and where the total cost of goods or services covered by the contract is \$100,000.00 or less. All contracts for goods or services that exceed \$100,000.00 shall be approved by the Committee on Ways and Means.

7. All contracts of any nature entered into by the City shall be signed by the Mayor, the Chief Financial Officer or the Deputy Chief Financial Officer.

**B. PROFESSIONAL SERVICES
(ARCHITECT/ENGINEERING/CONSULTANT SERVICES)**

Contracts for the engagement of an architect, engineer or consultant services shall be subject to the following procedure:

1. Definition of Professional Services.

As used in Paragraph B, Professional Services shall mean services that may be rendered lawfully only by a person licensed or otherwise authorized by a licensing authority in the State of South Carolina to render the service (“Professional Services”). This definition shall include but not be limited to architectural, engineering, planning or land surveying services, which are those professional services associated with the practice of architecture, professional engineering, land surveying, landscape architecture, planning, and interior design pertaining to construction, as defined by the laws of the State of South Carolina, as well as incidental services that members of these professions and those in their employ may logically or justifiably perform, including studies, investigations, surveys, evaluations, consultations, planning, programming, conceptual designs, plans and specifications, cost estimates, inspections, shop drawing reviews, sample recommendations, preparation of operating and maintenance manuals and other related services.

2. Preparation of Scope of Professional Services to be procured.

The City department requiring the Professional Services shall prepare the scope of the work for the proposed project.

3. Selection of Professional Services – Fee of \$100,000.00 or Less.

A contract for Professional Services with a total fee of \$100,000.00 or less, excluding reimbursable expenses, shall be defined as a Small Contract (“Small Contract”). A Small Contract is not required to be advertised but may be negotiated after the City has received proposals from interested professional consultants taking into account:

- A. The nature of the project;
- B. The proximity of the consultant to the project;

- C. The capability of the consultant to produce the required services within a reasonable time;
- D. Past performance; and
- E. Demonstrated ability to meet project budget requirements.

No consultant or firm with which the consultant is associated shall be awarded a Small Contract if it will result in the total fees awarded to that consultant or associated firm for Small Contract(s) to exceed \$300,000.00, excluding reimbursable expenses, during the twenty-four (24) month period immediately preceding the date of the award of the Small Contract.

The City shall maintain a list of professional consultants from which to solicit proposals for Small Contracts (the "List of Professional Consultants for Small Contracts"). On a semi-annual basis, the City shall publish a notice in at least two (2) newspapers of general circulation in the City and if desired on the City's intranet site, for the purpose of soliciting statements of interest from qualified professional consultants who are interested in submitting proposals for Small Contracts. The City shall also accept statements of interest from qualified professional consultants by mail or hand delivery at any time.

Any professional consultant who wishes to be included on the List of Professional Consultants for Small Contracts shall submit a resume to the City c/o the City of Charleston Procurement Director, 75 Calhoun St, Suite 3500, Charleston, SC 29401, which shall contain the following information:

- i. Name, address and discipline of the professional consultant and number of years in business.
- ii. The capability of the professional consultant to produce the required services within a reasonable and satisfactory time frame, including past performance.
- iii. Names, titles, addresses and phone numbers of clients for whom the professional consultant worked for at least six (6) previous projects.
- iv. Demonstrated ability to meet time and budget requirements on projects within the last 3 years.

The City may select any professional consultant from the List of Professional Consultants for Small Contracts.

4. Selection of Professional Services – Fee In Excess of \$100,000.00.

A contract for professional services with a fee in excess of \$100,000.00 shall be defined as a Large Contract (“Large Contract”). A Large Contract shall be advertised in a local newspaper of general circulation and the South Carolina Business Opportunities (SCBO).

A Selection Committee of five to seven members, including at least one member of City Council, shall be established by the Mayor to select a minimum of three firms for interviews (short-list). The selection shall be based on a review of the submitted materials and information available prior to the interviews, using the following criteria:

- A. Past performance;
- B. Ability of professional personnel;
- C. Location;
- D. Demonstrated ability to meet time and budget requirements;
- E. Creativity and insight related to the project;
- F. Related experience on similar projects; and
- G. Any other criteria as required in order to meet the particular needs of the project.

The Selection Committee shall interview, rate and rank all three firms based on the same criteria as used for the short-listing. Negotiations shall first be conducted with the highest-ranked firm. If the Selection Committee is unable to reach acceptable contract terms with the highest-ranked firm, including an acceptable fee, negotiations shall be terminated and re-instituted with the next, highest-ranking firm in order of the Selection Committee’s ranking. This negotiation procedure shall continue until such time as the Committee reaches an acceptable contract with one of the short-listed consultants, if possible. If an acceptable contract cannot be negotiated pursuant to this procedure, all proposals shall be rejected if necessary in the best interest of the City.

5. Professional Services Indefinite Delivery Contract.

An Indefinite Delivery Contract is an agreement for professional services to be performed on an “as-needed” basis for work that may not be identified at the time of soliciting a contract (“IDC”). The contract period

for an IDC shall be limited to a maximum of three (3) years. When needed, professional services shall be issued as Delivery Orders pursuant to an IDC. The fee for each Delivery Order shall be separately negotiated in accordance with the selected consultant's Hourly Rate and Reimbursable Schedule and by agreement of the City.

A. Small IDC – Fee of \$75,000.00 or Less.

The maximum fee permitted for a Small IDC shall be \$75,000.00, with a maximum fee of \$75,000.00 for the Delivery Order issued pursuant thereto. The procedure for the selection of a Small IDC shall be the same as for a Small Contract more fully set forth in Paragraph B(3) above.

B. Large IDC – Fee in Excess of \$75,000.00

The maximum fee permitted for a Large IDC shall be \$750,000.00, with a maximum fee of \$150,000.00 for each Delivery Order issued pursuant thereto. The procedure for the selection of a Large IDC shall be the same as for a Large Contract more fully set forth in Paragraph B(4) above.

C. CONSTRUCTION SERVICES

Contracts for securing construction services shall be subject to the following procedure:

1. The City Department requiring construction services shall prepare specifications of the work required for the proposed project. Bids shall thereafter be solicited in accordance with such specifications. When it is apparent from the scope of services required that the costs of same will likely exceed \$100,000.00, the solicitation of bids shall be by public advertisement in a newspaper of general circulation in the City, allowing proposed bidders at least five (5) days notice for receipt of proposals, and said notice shall include, at a minimum, a general description of the services required and state where bid forms and specifications may be obtained and the time and place for opening bids.

When it is apparent from the scope of services required that the costs of such construction services will likely be less than \$100,000.00, the solicitation of bids shall be in accordance with Paragraph E(3) herein.

- A. Discussion with Bidders. As provided in the invitation for bids, discussions may be conducted with the apparent low responsive and responsible bidder for the purpose of clarification to assure full understanding of the requirements of

the invitation for bids. Such bids, in the Procurement Director's sole judgment, needing clarification may be accorded such an opportunity. Clarification of any bidder's bid must be documented in writing by the Procurement Director and shall be included with the bid. Documentation concerning the clarification shall be subject to disclosure upon request as set forth in Paragraph A(3) herein.

- B. Award. Unless there is a compelling reason to reject bids, notice of an intended award of a contract to the lowest responsive and responsible bidder whose bid meets the requirements set forth in the invitation for bids shall be given by posting such notice at a location specified in the invitation for bids. Prior to the posting of the award, the Procurement Director with the City Department requiring the construction services may negotiate with the lowest responsive and responsible bidder to lower his bid within the scope of the invitation for bids.
2. When deemed necessary by the City Department requiring the construction services, bid deposits shall be prescribed in the public notices inviting bids. Upon the award of the contract, any unsuccessful bidder shall be entitled to a return of the bid deposit. The successful bidder shall forfeit any bid deposit required upon failure to enter into a contract within ten (10) days after the award; provided, however, that the City, in its discretion, may waive this forfeiture.
 3. Construction contracts not exceeding \$100,000.00 shall be awarded by the Mayor or the Chief Financial Officer to the lowest responsive and responsible bidder. All construction contracts exceeding \$100,000.00 shall be awarded by the Committee on Ways and Means.
 4. In determining the lowest responsive and responsible bidder, in addition to price, the City Department requiring the construction services shall consider: (a) the ability, capacity and skill of the bidder to perform the contract or provide services required; (b) whether the bidder can perform the contract or provide the services promptly, or within the time specified, without delay or interference; (c) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (d) the quality of performance of previous contracts or services; (e) the previous and existing compliance by the bidder with the laws and ordinances relating to the contract or services; (f) the sufficiency of the financial resources and services; (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 such future assistance as may be reasonably

contemplated by the subject matter of the contract; (i) the number and scope of conditions attached to the bid.

5. The City may pre-qualify construction bidders when the construction cost is estimated to exceed one million (\$1M) dollars in value or the construction project is unique in nature and requires a substantial level of expertise. The prequalification process shall consist of an evaluation of the prospective contractor's financial, material, facility, personnel resources and expertise as well as its record of performance and integrity.
6. The City Department requiring the construction services may require bonds, including but not limited to a Payment Bond and/or Performance Bond, before entering into a contract in such form and amount as shall be deemed necessary to protect the best interests of the City.
7. Nothing herein shall be construed to prevent the City from rejecting all bids, or parts thereof, when the public interest will be served thereby.
8. Design/Build Services or Construction Manager at Risk Services. City Council finds that certain non-traditional project delivery systems can be in the best interest of the City in certain circumstances. Therefore, the following methods may be employed under the following circumstances:
 - A. The Mayor shall recommend, subject to the approval of City Council, either design/build services or construction manager at risk services as an alternative to the traditional design/bid/build method for City construction projects. In making such a recommendation, the Mayor shall consider the City's requirements, its resources and the type of project. The Mayor shall also consider either method if it will result in the timeliest, successful or economical completion of the construction project as well as the criteria set forth in Paragraph B.4A-G and Paragraph C.8(A) above. The Mayor shall prepare a written statement setting forth the facts which support his recommendation for the selection of the particular method of construction delivery method for each City construction project and shall submit same to City Council for approval. Upon approval by City Council, the determination for such selection shall be retained in the contract file.
 - B. If the Mayor recommends and City Council approves the utilization of design/build services or construction manager at risk services for a particular construction project based upon the criteria set forth in Paragraph B.4A-G and Paragraph C.8(A) above, the method of selection for these services shall be by the Request for Qualifications method more fully set forth in Paragraph B(4) of this Policy. In the alternative, the Mayor may determine that a

Request for Proposals method, in which both cost and capability are considered in the selection process, may be utilized.”

- C. For purposes of this Paragraph, (i) design/build services shall mean the selection of a single firm to perform and manage the complete design and construction of a construction project; and (ii) construction manager at risk services shall be defined as the selection of a single firm to perform pre-construction design services and construction of a City construction project.

9. LOCAL VENDOR RECOGNITION:

Notwithstanding the foregoing, the City of Charleston’s Procurement Policy shall allow the lowest responsive and responsible local vendor (“Local Vendor”) who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for construction services and thereby be awarded the contract for construction services subject to the following requirements:

- i. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than \$100,000.00;
- ii. The bid of the Local Vendor is within 4% or \$10,000.00, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;
- iii. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
- iv. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;
- v. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
- vi. The Local Vendor must submit a City of Charleston local vendor recognition affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available

in the bid documents for the solicitation of such construction services.

D. REAL ESTATE

Contracts for the sale, purchase or lease of real property by the City shall be subject to the following procedure but shall not be subject to the provisions of Section I herein:

1. In accordance with Section 2-266 of the Code of the City of Charleston, City Council shall not offer for sale nor sell any piece or parcel of real estate owned by the City, except:
 - A. By advertising the real estate in a newspaper of general circulation in the City, calling for sealed bids on the same, and reserving the right to reject any or all bids or to accept any bid most advantageous to the City. Such sale may be at an upset price and may contain such conditions as deemed appropriate.
 - B. This Paragraph shall not apply to sales of City-owned real estate to agencies possessing the power of condemnation over City-owned real estate, to sales to public agencies for public purposes and to sales where, because of the value of the property, public advertising would not be cost effective.
 - C. The provisions of this Paragraph shall also apply to any lease of City-owned real estate when the proposed lease term is greater than one (1) year in duration.
 - D. City Council shall have the right to waive any provisions of Paragraph D(1)(A), (B) or (C) where, by a vote of two-thirds of the council members present, City Council determines that such provisions are not in the public interest.
2. Subject to the requirements of Paragraph D(1) herein:
 - A. The Mayor or his designee shall identify the land, and when appropriate the improvements thereon, and shall secure the Fair Market Value thereof. Fair Market Value may be determined by the Chief Financial Officer, at his discretion, after consultation with appropriate City departments, the Real Estate Advisor for the City and Corporation Counsel. When he may deem it necessary, the Chief Financial Officer may secure a formal appraisal.
 - B. Upon the initial drafting of any contract of sale, purchase agreement or lease, but prior to any acceptance thereof on behalf of

the City, the Chief Financial Officer shall submit the said contract of sale, purchase agreement or lease to Corporation Counsel for review.

- C. After input from the appropriate City departments and Corporation Counsel, the Chief Financial Officer shall submit the proposed contract of sale, purchase agreement or lease to the Real Estate Committee of City Council. The Real Estate Committee shall review the proposed contract of sale, purchase agreement or lease and thereafter make a recommendation to Council.
- D. City Council shall consider the recommendation of the Real Estate Committee and it shall have final authority to approve or disapprove any proposed sale, purchase or lease of real property.
- E. Pursuant to SC Code Section 5-7-26(6), any sale or lease or contract to sell or lease any City-owned real estate shall be by ordinance ratified by City Council.

E. GOODS AND SUPPLIES

Contracts for the purchase or disposal of goods and supplies shall be subject to the following procedure:

1. The Procurement Director shall be responsible for the procurement of goods and supplies for the City, as well as the management and disposal of them.
2. The Procurement Director shall procure or supervise the procurement of all goods and supplies needed by the City, exercise general supervision and control over all inventories and supplies belonging to the City, sell, trade or otherwise dispose of any surplus goods or supplies belonging to the City, and establish and maintain programs for the inspection, testing and acceptance of goods and supplies.
3. The purchase of goods or supplies shall not be had until after bids for them have been duly solicited by the Procurement Director. When it appears that a contract for the purchase of goods or supplies shall exceed \$100,000.00, the solicitation of such bids shall be by public advertisement in a newspaper of general circulation in the City, allowing proposed bidders at least five (5) days notice for receipt of proposals, and said notice shall include, at a minimum, a general description of the goods or supplies required and state where bid blanks and specifications may be obtained and the time and place for opening bids.

When it appears that a contract for the purchase of goods or supplies shall be less than \$100,000.00, the solicitation of such bids for the amounts specified below shall be as follows:

- | | |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| A. \$0.01 - \$5,000.00 | No Bid Requirements. |
| B. \$5,000.01 - \$10,000.00 | 3 telephone quotes verified by Procurement.* |
| C. \$10,000.01 - \$100,000.00 | 3 written quotes verified by Procurement.* |
| D. . \$100,000.01 + | 3 written responses to solicitation issued by Procurement. Local advertisement (minimum). Procurement Director approval. City Council approval. |

*If available, at least one of the three quotes shall be obtained from a MWBE vendor. A list of eligible MWBE vendors can be found/provided by the Minority & Women-Owned Business Enterprise Office.

4. Contracts for goods or supplies not exceeding \$100,000.00 shall be awarded by the Mayor or the Chief Financial Officer to the lowest responsible bidder. Such contracts exceeding \$100,000.00 shall be awarded upon approval by the Committee on Ways and Means. In determining the lowest responsible bidder, in addition to price, consideration shall be given to: (a) the ability, capacity and skill of the bidder to perform the contract or provide the goods or supplies required; (b) whether the bidder can perform the contract or provide the goods or supplies promptly, or within the time specified, without delay or interference; (c) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (d) the quality of performance of previous contracts; (e) the previous and existing compliance by the bidder with the laws and ordinances relating to the contract; (f) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the goods or supplies; (g) the quality, availability and adaptability of the goods or supplies to the particular use required; (h) the ability of the bidder to provide future maintenance and service, if reasonably contemplated, for the goods or supplies; (i) the number and scope of conditions attached to the bid.

5. The Procurement Director shall have the authority to require a bond or warranty before entering into a contract in such form or amount as is reasonably necessary to protect the best interest of the City.
6. Nothing herein shall be construed to prevent the Procurement Director from rejecting all bids, or parts thereof, when the public interest will be served thereby.
7. The Procurement Director shall have the authority to transfer excess goods or supplies from one City department to another when the circumstances justify such action.
8. Any disposal of surplus goods and/or supplies by the Procurement Director shall be had by online public auction utilizing the online public auction site known as govdeals.com or some other suitable online public auction site to be selected by the Procurement Director. When it appears to the Procurement Director that the interest of the City would be better served by holding an on site auction at a time and location to be determined by the Procurement Director or by trading surplus goods and/or supplies, he shall have the authority to so act. The disposal, sale and/or trade of surplus supplies or goods shall be approved by the Mayor and the Chief Financial Officer.
9. Notwithstanding the foregoing, the City may retain and use lawfully seized or abandoned personal property for official business purposes in lieu of sale or disposal. Such property shall be placed on the City's list of inventory as property of the City.
10. **LOCAL VENDOR RECOGNITION:**

Notwithstanding the foregoing, the City of Charleston's Procurement Policy shall allow the lowest responsive and responsible local vendor ("Local Vendor") who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for goods and supplies and thereby be awarded the contract for goods and supplies subject to the following requirements:

- i. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than \$100,000.00;
- ii. The bid of the Local Vendor is within 4% or \$10,000.00, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;
- iii. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;

- iv. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;
- v. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
- vi. The Local Vendor must submit a City of Charleston local vendor recognition affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available in the bid documents for the solicitation of such goods and supplies.

F. TECHNICAL SERVICES

Contracts for the acquisition of technical services, such as maintenance agreements on City equipment, landscaping contracts or telephone service, etc., shall be subject to the following procedure:

1. The City department requiring technical assistance shall work up a proposal of services required. Bids shall thereafter be solicited by the Procurement Director. When it is apparent from the scope of services required that the cost of same will likely exceed \$100,000.00, the solicitation of bids shall be by public advertisement in a newspaper of general circulation in the City allowing proposed bidders at least five (5) days notice for receipt of proposals, and said notice shall include, at a minimum, a general description of the services required and state where bid blanks and specifications may be obtained and the time and place for opening bids. The advertising requirements may be waived when the nature or make of the goods indicates that such services should be obtained from a specific source or supplier.
2. Technical services contracts not exceeding \$100,000.00 shall be awarded by the Mayor or the Chief Financial Officer to the lowest responsible bidder. All contracts exceeding \$100,000.00 shall be awarded upon approval of the Committee on Ways and Means. In determining the lowest responsible bidder, in addition to price, consideration shall be given to: (a) the ability, capacity and skill of the bidder to perform the contract or provide the services required; (b) whether the bidder can perform the contract or provide the services promptly or within the time specified, without delay or interference; (c) the character, integrity, reputation, judgment, experience and efficiency of the bidder; (d) the quality of performance of previous contracts or services; (e) the previous and existing compliance by the bidder with the laws and ordinances relating to

the contract or services; (f) the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; (g) the quality, availability and adaptability of the supplies or contractual services to the particular assistance; (h) the ability of the bidder to provide future assistance, if the same is reasonably contemplated; (i) the number and scope of conditions attached to the bid.

3. Nothing herein shall be construed to prevent the City from rejecting all bids, or parts thereof, when the public interest will be served thereby.

G. AUTOMOTIVE OR DIESEL REPAIR SERVICES:

1. Selection of Automotive or Diesel Repair Services – Fee of \$100,000.00 or less.

A contract for automotive or diesel repair services with a total fee of \$100,000.00 or less, excluding reimbursable expenses, shall be procured in accordance with the provisions governing the selection of a Small Contract as set forth in Paragraph B(3) above.

2. Selection of Automotive or Diesel Repair Services – Fee in Excess of \$100,000.00.

A contract for automotive or diesel repair services with a total fee in excess of \$100,000.00, excluding reimbursable expenses, shall be procured in accordance with the provisions governing the selection of a Large Contract as set forth in Paragraph B(4) above.

3. Automotive or Diesel Repair Services Indefinite Delivery Contract.

An Indefinite Delivery Contract is an agreement for automotive or diesel repair services to be performed on an “as-needed” basis for work that may not be identified at the time of soliciting a contract (“IDC”). The contract period for an IDC shall be limited to a maximum of two years. When needed, automotive or diesel repair services shall be issued as Delivery Orders pursuant to an IDC. The fee for each Delivery Order shall be separately negotiated in accordance with the selected vendor’s Hourly Rate and Reimbursable Schedule and by agreement of the City.

- A. Small IDC – Fee of \$75,000.00 or Less.

The maximum fee permitted for a Small IDC shall be \$75,000.00, with a maximum fee of \$75,000.00 for the Delivery Order issued pursuant thereto. The procedure for the selection of a Small IDC for automotive or diesel repair

services shall be the same as for a Small Contract more fully set forth in Paragraph B(3) above.

B. Large IDC – Fee in Excess of \$75,000.00.

The maximum fee permitted for a Large IDC shall be \$750,000.00, with a maximum fee of \$150,000.00 for each Delivery Order issued pursuant thereto. The procedure for the selection of a Large IDC for automotive or diesel repair services shall be the same as for a Large Contract more fully set forth in Paragraph B(4) above.

H. INTERGOVERNMENTAL RELATIONS

1. Definitions.

The following words, terms and phrases, when used in this Paragraph, shall have the meanings ascribed to them in this Paragraph, except where the context clearly indicates a different meaning:

Cooperative Purchasing shall mean procurement conducted by, or on behalf of, more than one (1) public procurement unit.

Public Procurement Unit shall mean any local public procurement unit or any state public procurement unit, inside and outside of the State of South Carolina, which shall include any county, city, town or any other subdivision of the state, public authority, political subdivision, educational, health, or other institution or entity which expends public funds for procurement of supplies, services or construction.

2. Cooperative Purchasing Authorized.

The City may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of goods, supplies, services or construction with one (1) or more Public Procurement Units in accordance with an agreement entered into between the participants, including the third party with which the Public Procurement Unit has contracted so long as the third party was selected by the Public Procurement Unit based on a competitive bid process. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts between Public Procurement Units.

3. Sale, Acquisition or Use of Supplies.

The City may sell to, acquire from, or use any supplies belonging to another Public Procurement Unit independent of the requirements of Paragraph E of the Procurement Policy of the City of Charleston.

4. Cooperative Use of Supplies or Services.
The City may enter into an agreement, independent of the requirements of Paragraphs B, C, E or F of this Policy with any Public Procurement Unit for the cooperative use of supplies, services or construction under the terms agreed upon between the parties.
5. Joint Use of Facilities
The City may enter into agreement independent of the requirements of Paragraph D of this Policy 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.
6. Use of State Contracts.
The City may, independent of the requirements of Paragraphs B, C, E or F of this Policy procure supplies, services or construction through the contracts established by the purchasing division of the State of South Carolina as provided in Chapter 35 of Title II (State Consolidated Procurement Code), of the South Carolina Code of Laws, 1976 (Sections 11-35-10 through 11-35-5270).
7. Procurement Director's Responsibilities under This Paragraph.
The Procurement Director shall be responsible for the procurement, sale, acquisition or use of supplies, services, facilities or construction for the City pursuant to any cooperative agreement with a Public Procurement Unit in accordance with this Paragraph.