# Procurement Procedures Manual

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requirements)

(e) Federal Grant Funds

(f) State Grant Funds

(g) Purchases supported by parent groups, community groups, special interest booster groups when such funds are either deposited into District accounts or into school bank accounts.

2. The acquisition of goods, services, and equipment involving non-District funds when funds are deposited into RHS accounts, and therefore, become the responsibility of the RHS.

These policies/procedures do not apply to PTA, PTO, Booster Clubs or any other association or organization when the purchase is made directly by such organizations. Should a combined purchase by an association/organization and the District be made for which partial funding is supplied by the District, the Procurement Code would apply, and District Procurement Procedures must be followed.

E. MISSION

To conduct the procurement function in a manner which results in obtaining the most efficient and effective use of District funds. The Procurement staff is dedicated to serving the District by coordinating its knowledge of markets and procurement techniques with its knowledge of the District's requirements. The conduct of our office will be accomplished in accordance with ethical practices of the procurement profession. Activities and procedures of Procurement Services are regulated by and must comply with the RHS Procurement Code, policies of the Board of Trustees, all applicable state and federal laws, and the RHS Procurement Policies and Procedures Manual.

F. GOALS

1. To procure the highest quality goods and services at the best cost available.
2. To aid departments and schools of RHS while enforcing the RHS Procurement Code and the District's rules, policies and procedures concerning procurement.
3. To conduct all procurement actions in a fair and impartial manner with no impropriety or appearance thereof.
4. To aid administrators, department, and schools with selection of vendors, research, and resolving order problem issues as needed.
5. To assist departments and schools in the preparation

7. To hold staff development sessions for personnel in the performance of their duties which relate to the purchase of goods and services.

G. ETHICS

Public confidence in the integrity of RHS Procurement activities is critical. Improprieties, or even the appearance of improprieties, can undermine this confidence with very negative consequences. Erosion of trust by Rock Hill city taxpayers could result in decreased community support and revenues. Lack of trust by the vendor community could result in contract award protests or an unwillingness to submit bids, thus decreasing competition and potentially increasing the costs of goods and services.

The Procurement Services department has adopted the following National Institute of Governmental Purchasing (NIGP) Code of Ethics:

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization.

- Seeks or accepts a position as head or employee only when fully in accord with the professional principles applicable thereto, and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization and the societal responsibilities assumes as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships to merit the respect and inspire the confidence of the organization and the public being served.
- Believes the personal exaltation or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participants of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the District and its staff should at no time or under any circumstances accept directly or indirectly, gifts, gratuities, or other things of value from suppliers which might influence or appear to influence Procurement decisions.
- Keeps the District informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

## II. ORGANIZATIONAL STRUCTURE

Procurement Services consists of one (1) Director. The Procurement Director reports to the Assistant Superintendent of Business Services, who reports directly to the Superintendent.

## III. PROCUREMENT POLICIES

### A. DEVELOPMENT AND ACCOUNTABILITY

Rock Hill Schools has adopted operating procedures consistent with the policies of the Board of Trustees of the District in managing the commitment of funds entrusted to the District. The Procurement Director has the responsibility to prescribe uniform procedures for requisitioning, receiving, transferring, and accounting for supplies, materials, equipment, and services in accordance with all applicable laws, rules, regulations, and policies. The procedures contained in this manual are applicable to all

accumulated beyond actual needs.

(d) Ensure that adequate planning and scheduling occurs at the department/school level to allow sufficient time for Procurement Services to schedule and perform their duties and responsibilities in timely manner.

(e) Receive supplies and materials in a timely manner to insure prompt payment.

(f) Reporting poor vendor and material/equipment performance to the Procurement Services for corrective action.

(g) Collaborating with the Procurement Director in all contract negotiations.

The conservation, preventative maintenance, safeguarding, recovery, repair and salvage of supplies and equipment are the responsibility of all district personnel.

3. UNAUTHORIZED PROCUREMENTS

Any purchase not made in accordance with the provisions of the District Procurement Policy and/or procedures will be considered unauthorized procurements. The Assistant Superintendent of Business Services will take corrective action on all unauthorized procurements. A written determination shall be made as to the facts and circumstances surrounding the act, corrective action taken to prevent reoccurrence, action taken against the individual committing the act, and documentation that the price paid is fair and reasonable.

B. PURCHASING AUTHORITY AND RESPONSIBILITY

1. PROCUREMENT DIRECTOR

The District's Board of Trustees and the Superintendent have delegated to the Procurement Director under the direction of the District's Assistant Superintendent of Business Services, the authority and responsibilities as follows:

(a) Enter into contracts for the procurement of goods and services as the Procurement Director.

(b)

When exercising this delegated authority, the department/school administrator, or designee, signs as the "Authorized Procurement Official" and certifies that goods and/or services are budgeted, appropriate and necessary.

3. COOPERATIVE PURCHASING

   The Procurement Department shall have the authority to join with other SC School Districts, or other public procurement units, in cooperative purchasing plans when such purchasing is in the best interest of the District.

C. PROHIBITED CONDUCT

No Rock Hill Schools employee having official responsibility for a procurement transaction will participate in that transaction on behalf of the District when the employee knows any or all of the following:

1. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction.
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction.
3. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.
4. No RHS employee or former RHS employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the employee or former employee dealt with in an official capacity concerning procurement transactions for a period of six (6) months from the cessation of employment with RHS unless the employee, or former employee, provides written notification to RHS prior to commencement of employment by that bidder, offeror, or contractor.
5. No RHS employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact, knowingly make any false, fictitious, or fraudulent statement or representations; or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.

The penalty for violations of any of the above provisions is provided in the Ethics

be solicited from other than the previous supplier before placing a repeat order. Purchases can be placed directly with the vendor by the end user through the Accounting Software requisition/purchase order process. Procurement cards may be utilized for purchases less than $3,500.00.

2. $10,000.01 - $25,000.00: (excluding SC sales tax, but including freight, installation, delivery, etc.) Solicitation of written quotations/bids from a minimum of three (3) qualified sources is required. A "no-quote" does not constitute a valid quotation. Documentation of the written quotes must be attached to the Purchase Order. Award shall be made to the lowest responsive and responsible bidder.

3. $25,000.01 - $100,000.00: (excluding SC sales tax, but including freight, installation, delivery, etc.) Requires written solicitation of written quotes, bids, or proposals. Must be advertised in SCBO (South Carolina Business Opportunities) or a paper of general circulation, or a means of central electronic advertising approved by the Board. A copy of the written solicitation and written quotes must be attached to the Purchase Order or made a part of the contract file. The award must be made to the lowest responsive and responsible source or the highest ranking offeror (when a Request for Proposal process is used).

COTS (Commercially Available Off the Shelf) & Minor Construction

All small purchases must be annotated "Price is fair and reasonable."

4. $0 -

written clauses

B. COMPETITIVE SEALED BIDDING

$100,000.01 and up: (excluding SC sales tax, but including freight, installation, delivery, etc.) Requires formal sealed bidding and public advertisement in SCBO (South Carolina Business Opportunities) or a paper of general circulation, or a means of central electronic advertising approved by the Board. After the public bid opening and award decision, when appropriate, a Notice of Intent to Award may be made. A formal bid process typically will take from 30 to 45 days.

C. INDEFINITE DELIVERY CONTRACTS

With the approval of the Assistant Superintendent of Business Services, and in accordance with any applicable regulations, a procurement officer may establish contracts providing for an indefinite quantity, within state maximum or minimum limits, of specified supplies, services, or information technology, to be furnished during a fixed period, and that provide for the issuance of orders for delivery or performance of individual requirements during the period of the contract. The use of this type of contract must comply (if applicable) with the regulations under Indefinite Delivery Contracts: Office of State Engineer's 2020 Manual for Planning and Execution of State Permanent Improvements, chapter 9.4. Indefinite Quantity contracts for professional services, and chapter 9.5 and 9.6, Task Order Contracts for construction services. (The Superintendent grants any approval required by reference to "OSE" or the "State Engineer".)

D. EXEMPTIONS

The RHS Board may exempt specific supplies or services from the Procurement procedures herein required or withdraw any exemptions provided for in this section. Purchases in excess of $10,000 that are exempt from the Quote/Bid/RFP process are as follows:

1)

c) Legislative consultant (subject to Superintendent approval)
d) Finance Advisors, investment management, brokerage services, bond advisors (subject to Superintendent approval)
e) Insurance coverage, both primary and reinsurance (subject to Superintendent approval)
f) Board governance consultants and facilitators
g) Security Underwrites and similar services provided by professionals regulated by the National Association of Securities Dealers ("NASD")
h) Other professional services obtained on a fee basis
i) Banking and leasing services

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) Training facility rentals
   e) EAP (Employee Assistance Programs)
   f) Employee safety and compliance training

8) STUDENT SERVICES to include, but not be limited to:
   a) Pupil Activity Funds
   b) Electronic and printed exams, test, testing materials, including scoring services and materials
   c) Canine drug and/or weapon detection services and related support services
   d) Homebound services and home visits
   e) Instruction provided by certified teachers
   f) Interpreters, interpreter services, tutors
   g) Afterschool care programs (subject to Superintendent approval)

9) UTILITIES AND 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)

f) Internet connectivity
g) District Emergency communication systems
h) E-Rate Consultants

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.
c) Previously owned (used) vehicles, portable classroom/office/restroom buildings, and instruments (subject to approval by the Chief Procurement Officer)
d) Used Equipment

13) REPAIRS to include, but not limited to:
a) Repairs related to life safety and fire compliance, security, and public address systems
b) Repairs to buses or other vehicles used to transport students or staff on District sponsored trips.
c) Environmental remediation services where the issues giving rise to remedial services disrupt the educational process.
d) Bus repairs
e) Repairs, replacement, and purchases made using funds received from insurance claims and payouts.
f) Repairs and replacement of building systems including but not limited to chillers and controls.

14) DONATIONS

15) ITEMS PURCHASED FOR RESALE

16) LIVESTOCK, FEED & VETERINARY SUPPLIES & SERVICES

17) MAIL, DELIVERY, & LEASING SERVICES, POSTAGE AND POST OFFICE BOXES

18) PERISHABLE FOODS

19) TRAVEL EXPENSES 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 registration/fees

20) PROFESSIONAL DUES AND MEMBERSHIP FEES

21) CLERGY

22) ARTISTIC, MUSICAL, AND AUDIO & VIDEO SERVICES AND EQUIPMENT To include, but not be limited to:
   a) Writers and poets
   b) Theater groups
   c) Craftsmen and folk artist
   d) Artist in residence
   e) Choreographer
   f) Band Music
   g) Musical Instruments
   h) Sound boards and stage equipment
   i) Band Uniforms

23) Uniforms, Apparel, and Supplies To include but not limited to:
   a) Athletic uniform and apparel
   b) Athletic and PE supplies
   c) Athletic and PE equipment (single item not to exceed $50,000)
   d) Uniforms or apparel for District employees

24) PROFESSIONAL AND PROPERTY SERVICES To include, but not be limited to:
   a) Appraisals and related services
   b) Realtor fees
   c) Facility assessments
   d) Demographers
   e) Construction Management Services
   f) Architectural Services and Engineering
   g) Land surveyors and related services
   h) Leasing of public (parking lots, facilities, halls, theaters, arenas, athletic facilities, recreational areas, /TT2 nu09ud ( )Tj Tw 0.83 0 Td ( )Tj /TT2 1 Tf 0.001 Tc 0.003 Tw 0.67 0 Td [ (5)2 (0)22 (

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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)

27) ADVERTISING

28) DIPLOMAS, YEARBOOKS, GRADUATION SUPPLIES, CLASS RINGS, FUND RAISERS AND SCHO PICTURES, STUDENT INSTRUCTION ACTIVITIES/CAMPS/SEMINARS.

29) CONFIDENTIAL GOODS AND SERVICES

a) Goods and services of a confidential/sensitive nature that would cause injury to students, staff and/or District if procured through public solicitation as recommended by administration and approved by Superintendent on an “as needed basis.

30) SURPLUS ITEMS

a) Items that are to be given/donated to other school districts, municipalities, and governmental agencies.

31) BUDGET AND CONTROL BOARD EXEMPTIONS

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

32) ALL EXEMPTIONS LISTED IN SC CODE-25-7-10 AND ALL ADDITIONAL EXEMPTIONS GRANTED

Superintendent of Operations, or Procurement Director. When a contract has a total or potential value in excess of fifty thousand dollars, notice of the award must be posted in South Carolina Business Opportunities (SCBO) as soon as practicable thereafter. The posted notice must contain a statement of the right to protest.

2. DECLARATION

Declaration of an Emergency shall be made as follows:

(a) Operations/Maintenance Issues: To be declared / determined by the District's Executive Director of Facilities Services or Director of Maintenance.

(b) Non-Operations/Maintenance Issues: To be declared / determined by the Superintendent, the Assistant Superintendent of Business Services, or the Procurement

3. Non-standard contract documents requiring approval and signature shall be processed as follows:

   (a) The using department/school shall review the document and forward to Procurement.

   (b) The Procurement Director or Assistant Superintendent of Business Services shall approve if it is in accordance with District policies, District Procurement Code and contract law.

   (c) Procurement shall secure the signature of the Contractor, and if necessary, the Assistant Superintendent of Business Services or the Superintendent. Procurement will distribute the contract documents as necessary.

The Associate Superintendent of Administrative Services or the Procurement Director must approve all contracts involving appropriated and non-appropriated funds.

C. CONTRACT ADMINISTRATION

It is necessary that contracts be administered to ensure that vendors are complying with the terms and conditions of the contract. Procurement is responsible for administration of contracts involving appropriated funds. Problems with vendor performance should be reported to the Procurement Department.

## VI. SPECIFICATIONS

The term “specification” refers to that portion of a solicitation that describes the characteristics of a commodity or service required by a using agency. It is used interchangeably with the terms, “purchase description”, “purchase specifications”, “purchase requirements”, “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. Procurement Services will assist departments/schools in describing goods and services in a manner that will not only meet the customer’s needs, but that will also encourage competition.

The preferred types of specifications are as follows:

A. PERFORMANCE SPECIFICATIONS

terms and specifications.

B. RESPONSIBILITIES

1. Departments/Schools are responsible for the following during the competitive sealed bid process:

   (a) Submit a Request for Bid/Proposal Form with details and specifications describing the design or performance characteristics of the goods and services required.

   (b) Review bids, along with Procurement, to ensure that the offered products meet

(e) Reviews the proposals for responsiveness and responsibility then distributes copies to members of the SAC following a briefing and instructions on the evaluation process.

(f) Procurement Official, or designee, shall act as an advisor to the Evaluation Committee.

3. Selection Advisory Committee (SAC) is responsible for the following during the RFP process:

(a) Individually reviews and evaluates the technical proposals according to the evaluation criteria specified in the RFP. No other criteria can be used or considered.

(b) The SAC meets as a group and reaches a consensus on the technical ranking of the proposals. The costs rankings will be provided to the SAC by the procurement official upon completion of the technical ranking. Proposals are the re-evaluated and rank offerors based on the technical and cost proposals.

(c) Negotiations may be conducted with the highest ranked offeror[(p)-4 (ro)--4 (ro)0 (c)4 (aD Tw 3.2

services described on the order. The product or service description, delivery conditions (if applicable), quantity, and price are all specifically listed on the order. The PO also confirms to vendors that funds have been encumbered to ensure payment after the goods or services have been received.

C. PURCHASE REQUISITION/PURCHASE ORDER PROCEDURES

Orders should not be placed with a vendor until a purchase order number has been issued. Failure to do this will result in an Unauthorized Procurement.

1. Purchase Orders less than $10,000.00 (One Quote Required)

   Note: All purchases less than $10,000 must be annotated “Price is fair and reasonable” This acknowledgement must be printed on the face of the purchase order.

   (a) Check budget Os5.9 (ea]TJ -tubl)-5 sTc 0 Tw 2.43 0 Td (O)-5 ( a)-8 (l)ntl84Ra ( a)

print the purchase order and forward a copy to the department/school and to Accounts Payable. If noted on the requisition, procurement will fax or mail copies

(a) Click Process, which will pull up a drop down that has additional selections. Select Review/Approve P.O. Requisitions.

(b) Enter the Purchase Requisition number in the Beginning Purchase Requisition Number field, click tab to Ending Requisition Number field and enter requisition number again, or click F12.

(c) Click Search on the right side of the screen.

(d) Review the information in each field of the Purchase Requisition and if correct, click the "Approve Single" button on the left hand of the Review/Approve PO Requisitions screen (the first button with the green over one sheet of paper).

(e) Once you have approved the Purchase Requisition(s), a box will appear on the screen indicating that the system has assigned a Purchase Order number to the Purchase Requisition(s). The assigned number(s) will serve as the actual Purchase Order Number(s) to be used with vendors.

3) Printing a Purchase Order: To print a Purchase Order, you will need to make the following selections:

(a) Click Process then select Print Purchase Orders.

(b) Enter the Purchase Order number in the first PO numbers field and press F12 on the second PO numbers field or, type the PO number in the second PO numbers field.

(c) Click the Printer or Preview icon at the bottom of the screen. Click Print Preview icon (magnifying glass over sheet of paper) if you want to preview the PO(s) to be printed, prior to the actual printing of the PO(s).

## X. VENDORS

### A. VENDOR INQUIRY in Accounting Software

Prior to entering a purchase requisition into the accounting system, a client has the ability to perform an inquiry for a specific vendor.

driver/deliverer along with the receiver should make a joint examination of the contents.

4. A full, detailed report of the examination should be endorsed on the carrier's delivery ticket as well as the department/school copy. Carrier should sign the department/school copy.
5. Once merchandise is signed for, the carrier's liability has technically ended, unless concealed damage is discovered within a reasonable time (usually within 10 days of delivery).
6. Inspect the labels to ensure the merchandise is being delivered to the proper location.
7. Within three (3) days, inspect the contents for concealed damage.
8. Verify the packing slip with the delivery. Note date the supplies/services were received and sign the packing slip.
9. Inspect the goods for compliance with the purchase order. Note any changes in

All contracts and POs contain vendor performance requirements. These requirements typically include price, quantity, quality, delivery location, and delivery date. An important part of the procurement cycle is to ensure that the vendor's performance is consistent with the requirements.

Assuring proper performance by vendors requires open communication and cooperation between departments/schools and Procurement Services. Timely action on the part of the department/school and Procurement is a prerequisite for enforcing the terms of a purchase order and contracts.

A. VENDOR RELATIONS

Departments/Schools shall not extend favoritism to any vendor. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

No employee shall endorse any product of any type or kind in a manner that will identify him in any way as an employee of the District.

B. VENDOR GRIEVANCES

Any bidder or offeror may protest the award or decision to award a District bid/contract, by submitting a letter of protest in accordance with Article 17, Section 4210 of the RHS Procurement Code.

C. VENDOR DISBARMENT

Vendors may be debarred or suspended from submitting bids to the District in accordance with Article 17, Section 4220 of the District's Procurement Code.

D. NON-COMPLIANCE

Failure by vendors to deliver on time, in the proper quantities, or to meet specifications is serious discrepancies that must be handled in a prompt, uniform and fair manner.

Glossary of Terms

period of time.

Boiler Plate Colloquial designation for standard terms and conditions, usually preprinted, incorporated in an Invitation for Bid, Request for Proposal, or a contract or purchase order. See “General Provision.”

Bond: An obligation in writing, binding one or more

agreed to circumvent laws and rules regarding independent and competitive bidding.

Commodity: An article of trade, a moveable article of value, something that is bought or sold; any moveable or tangible thing that is produced or used as the subject of barter or sale.

Commodity Code: A numeric system used to represent words to describe a commodity, e.g., Class 410 Furniture, Hospital – Item 33, custom made.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, and service.

Competitive Bidding: The offer of prices by individuals or firms competing for a contract, privilege, or right to supply specified services or merchandise.

Competitive Negotiation: A method for contracting for goods and services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices be allowed, and the offer deemed by the awarding authority to be most advantageous in terms of criteria as designed in the Request for Proposals is accepted; a negotiated purchase.

Competitive Quotations: The customary, and usually prescribed, method for making purchases involving dollar amounts less than that for which competitive sealed bidding is required. Law often calls for such competition, with the transactions designated as 'informal bidding' or 'small purchases.'

Competitive Sealed Bid: A bid submitted in a sealed envelope to prevent disclosure of its' contents before the deadline set for the receipt of all bids. Sealed bidding procedures on requirements of $100,000 or more. Competitive sealed bidding shall not be used to contract for professional services.

Confidential Information: (1) Any information which is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available to the public on request. (2) Information, such as trade secrets and test data, which may be kept confidential in the Procurement process.

Conflict of Interest:

under contract to the District.

Contract. The total legal obligation that results from the parties' agreement as affected by chapters 1 and 9 of this title and any other applicable rules of law. See: Agreement.

Contract Administration. The management of all facets of contracts to assure that the contractor's total performance is in accordance with his contractual commitments and that the obligations of the purchaser are fulfilled. In government, this management is conducted within the framework of delegated responsibility and authority and includes the support of using agencies.

Contract Modifications. A written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of a contract accomplished pursuant to contractual conditions and leaving the general purpose and effect of the contract intact. See Tc 0 Tw 4.79 0 Td ( )Tj EMC /P <</rS <</rS0 (t)c 0acfo(s)6 (ua)14 (nr. ( )]T 0.005)10 (th

Lump Sum: A price agreed upon between vendor and purchaser for a group of items without breakdown of the individual values; lot price.

Manufacturer: One who controls the design and production of an item, or produces an item from crude or fabricated materials, or assembles materials or components, with or without modification, into more complex items.

Material(s): Items required performing a function or used in a manufacturing process, particularly those incorporated into an end product or consumed in its manufacture.

May: Denotes the permissive.

Minority: An individual who is a citizen or lawful permanent resident of the U.S. who is:

- A "Black American", a person having origins in any of the Black racial groups of Africa.
- A "Hispanic American", a person of Spanish or Portuguese culture with origins in Mexico, Central or South America, or the Caribbean, regardless of race.
- An "Asian American", a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
- A "Native American", a person who is a member of, or is eligible to be a member of, a federally recognized Indian tribe. A "federally recognized Indian tribe" means an Indian tribe, band, nation, ranchero, pueblo, colony, or other organized group or community, including any Alaska native village, which recognized by the Secretary of the Interior on October 1, 1985, as having special rights and is recognized as eligible for the services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985.
- A "Physically disabled person", a person who has a physical impairment, defect, disease, ailment or disability of a permanent nature which in any way limits the type of employment for which the person would otherwise be qualified.

Misrepresentation: A manifestation by words or other conducts that, under the circumstances, amounts to an assertion not in accordance with the facts.

Mistake in Bid: A miscalculation in composing a bid resulting in an incorrect price or other term that may affect the bidder's eligibility to be awarded the contract.

Modification: Any formal revision of the terms of a contract.

Multiple Contract Award: The award of separate contracts to two or more bidders for the same commodities but for different geographic areas, different quantities or different conditions.

Multi Step Bidding: A two-phase process consisting of a technical first phase composed of one or

proposals procedure through the solicitation of technical offers and the conduct of discussions to evaluate and determine the acceptability of the technical offers.

M/WBE: A minority owned business enterprise or a woman owned business enterprise, or a

Personal Service: Infrequent, technical, or unique functions performed by an independent entrepreneur. Personal services contracts almost always run to individuals rather than partnerships, firms or corporations. The services performed frequently are not the full-time occupation of the contractor. Examples of personal services contracts include translation, technical editing, and technical appraisal.

Political Subdivision: A subdivision of a State that is delegated certain functions of local government, and which can include counties, cities, towns, villages, hamlets, boroughs, and parishes.

Potential Bidder or Offeror: A person who, at the time the District negotiates and awards or

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Qualified Products List: A specification which is developed by evaluating various brands and models of an item and listing those that are determined to be acceptable as the only ones for which bids may be submitted; an approved brands list.

Quality Assurance: A planned and systematic series of actions considered necessary to provide adequate confidence that a product that has been purchased will perform satisfactorily in service.

Quality Control: The procedures and policies used to ensure adequate quality of goods produced or received.

Quantity Discount: An allowance determined by the quantity or value of a purchase. See "Discount".

Quotation: A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser; the stating of the current price of a commodity; the price so stated.

Request for Proposals: A solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be (t)56 (.1 (b)-24 (lu)-3.9 (d2 (C 7( (t)6i5 Tr)10 (e)-1 ( 0.46 0 Td )10.1fal is)12 ((3)10 (a(s)2 e)

Salvage Property that is no longer useful as a unit in its present condition but has some value in

otherwise where competition is not required.

Supplier: A firm that regularly furnishes needed items to a business or government; a vendor supplies items that are consumed or expended in the course of being used.

Surplus Property: Property which is in excess of the needs of the District, and which is not required for its foreseeable needs.

law governing commercial transactions.

Unit Price: The price of a selected unit of goods or service (e.g., price per ton, labor per hours, per foot).

Unit Price Extension: The calculation of the total price of goods by multiplying the price per unit by the number of units purchased.

Unresponsive Bid: See Non-Responsive Bid.

Unsuccessful Bidder: An offer whose bid is not accepted for reasons of price, quality, failure to comply with specifications, etc.

Unsealed Bid: An unsealed written offer conveyed by letter, fax or other means. The bids are normally opened and recorded as received.

Used Equipment: Equipment that has been previously owned and used and is offered "where is" "as is". It does not include demonstration; factory rebuilt, or remanufactured equipment marketed through normal distribution outlets.

Value Analysis: An organized effort to analyze the function(s) of products, systems specifications and standards, and practices and procedures, intended to satisfy the required function(s) in the most economical manner.

Vendor: An actual or potential supplier of goods and/or