



LANDRUM AREA FIRE AND RESCUE DISTRICT

PURCHASING AND PROCUREMENT POLICY

The Landrum Area Fire and Rescue District (the “*District*”) is a political subdivision of the State of South Carolina (the “*State*”), and is required pursuant to Section 11-35-5320 of the Code of Laws of South Carolina 1976, as amended, to adopt procedures embodying sound principals of appropriately competitive procurement, and this Purchasing and Procurement Policy (this “*Policy*”) has been adopted by the Landrum Area Fire and Rescue District Commission (the “*Commission*”), the governing body of the District, in order to carry out this requirement. Further, this Policy is intended to ensure the fair and equitable treatment of all persons who are providing, or seeking to provide, supplies, and/or services to the District.

I. PURCHASE AUTHORIZATION

A. Purchasing Agent.

1. The Fire Chief of the District shall serve as the “*Purchasing Agent*” for the District; however, if at any time, the position of Fire Chief of the District becomes vacant or the Fire Chief becomes unable to perform the duties of the position, the Chairman of the Commission shall serve as the Purchasing Agent. The Commission may appoint an alternative Purchasing Agent at any time by Commission action in meeting duly assembled.

2. The Purchasing Agent shall be responsible for: (a) the purchase of supplies, materials and equipment and contractual services required by the District, except as otherwise expressly set forth herein; (b) providing for and ensuring the adequate storage and distribution of all supplies, materials, and equipment of the District; (c) establishing written specifications, whenever practicable, for the procurement of supplies, materials, and equipment required by the District; (d) maintaining, whenever practicable, a written inventory of the District’s materials, supplies, and equipment; (e) soliciting and maintaining an up-to-date list of qualified suppliers who have requested their names to be added to a “bidders list,” including the authority to remove temporarily the names of vendors who have defaulted on their quotations, attempted to defraud

the District, or who have failed to meet established specifications or delivery dates; (f) obtaining as full and open competition as practicable on all purchases, contracts, and sales in accordance with the provisions of this Policy; and (g) selling, trading, or otherwise disposing of surplus supplies belonging to the District.

3. The Purchasing Agent may delegate any of the above-stated tasks to designees or to any department, agency, or official of the District, provided that at all times the Purchasing Agent shall remain primarily responsible for ensuring compliance with this Policy.

B. Budgeted Purchases. For the procurement of any goods or services that have been expressly included in the District's most recently adopted operating budget (the "**Budget**") or capital improvement plan (the "**Capital Improvement Plan**") or that has been pre-approved by the Commission, the procurement requirements are as follows:

1. For the procurement of goods or services in the amount of \$25,000 or less, no Competitive Procurement (as defined herein) is required. The Purchasing Agent may make any such procurement on an as-needed basis.

2. For the procurement of goods or services in an amount that is greater than \$25,000 but less than \$100,000, the Purchasing Agent shall obtain verbal or written solicitations from at least three qualified suppliers or vendors. The Purchasing Agent may make any such procurement on an as-needed basis.

3. For the procurement of goods or services in the amount of \$100,000 or greater, Competitive Procurement is required and any such procurement shall be formally approved by the Commission in meeting duly assembled.

C. Unbudgeted Purchases. For the procurement of goods or services that have not been expressly included in the District's Budget or Capital Improvement Plan, the procurement requirements are as follows:

1. For the procurement of goods or services in the amount of \$5,000 or less, no Competitive Procurement is required and such procurement may be made by the Purchasing Agent on an as-needed basis.

2. For the procurement of goods or services in an amount that is greater than \$5,000 but less than \$100,000, the Purchasing Agent shall obtain verbal or written solicitations from at least three qualified suppliers or vendors and any such procurement shall be formally approved by the Commission in meeting duly assembled.

3. For the procurement of goods or services in an amount that is greater than \$100,000, Competitive Procurement is required and any such procurement shall be formally approved by the Commission in meeting duly assembled.

D. No Division of Purchases. The Purchasing Agent shall not artificially divide any procurement in such a manner as to avoid any procurement requirement of this Policy.

E. Professional Services. The procurement of professional services provided by (a) attorneys and law firms; (b) engineers, rate consultants, and architects; (c) financial advisors; (d) underwriters; (e) technology providers; (f) public and governmental affairs consultants; and (g) other professional services as deemed necessary and required by the District shall either (1) utilize a Request for Qualifications process; or (2) be negotiated and contracted for by the Purchasing Agent provided the contract is approved by the Commission in meeting duly assembled.

F. Financings. This Policy shall not apply to the sale of any bonds, debt obligations, or lease-purchases of the District; such sales shall be governed by applicable State and federal law and each financing, including the method or manner of sale, shall be approved or ratified by resolution of the Commission before the closing of any financing.

G. Single Source Procurement. A contract may be negotiated for a supply, service, or construction item without competition where the needs of the District may only be met by one method, means, item, supplier, vendor, or provider. For procurement of goods or services otherwise requiring the Purchasing Agent to obtain verbal or written solicitations from at least three qualified suppliers or vendors, the determination to rely upon sole source procurement may be made by the Purchasing Agent; provided the Purchasing Agent shall provide the Commission with a written explanation as to why the District's unique need may only be met through sole source procurement. For procurement of goods or services otherwise requiring Competitive Procurement, the determination to rely upon sole source procurement shall be made by resolution or motion of the Commission, which shall include a written explanation as to why the District's unique need may only be met through sole source procurement.

H. Emergency Procurement. The Purchasing Agent may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, critical economy and efficiency, safety under emergency conditions, or where normal daily operations of the District are affected; provided that such emergency procurements shall be made with such competitive procedures as are practical under the circumstances. A written determination of the basis of the emergency and the selection of the particular supplier shall be included in the contract file and presented to the Commission at its next regularly scheduled meeting. The emergency procurement shall be limited in scope and duration to meet the needs of the emergency conditions, and the Purchasing Agent shall regularly provide updates to the Commission regarding the need for continuation of such goods or services procured in this manner.

I. Cooperative Procurement.

1. The District may participate in, sponsor, conduct or administer a cooperative procurement agreement for the procurement of any supplies, services or construction

services with one or more public procurement entities or external procurement activities in accordance with an agreement entered into between the participants. Such cooperative procurement may include, but is not limited to, joint or multi-party contracts between public procurement entities and open-ended State public procurement unit contracts which may be made available to local public procurement units.

J. Surplus Property.

1. Surplus property consists of property of the District which (i) has reached or is approaching an expiration date or the end of its useful life; (ii) is worn-out or otherwise no longer useful to the District for its intended purpose; (iii) is obsolete; or (iv) is excessively costly to maintain or operate.

2. Surplus property that has been determined by the Purchasing Agent to have a residual value of less than \$5,000 may be disposed of by the Purchasing Agent in any manner that the Purchasing Agent determines obtains the best value for such property, including the disposal of such property or the direct negotiation of the sale of such property.

3. Surplus property that has been determined by the Purchasing Agent to have a residual value of \$5,000 or greater shall be sold by the Purchasing Agent using a competitive process, including a publicly-noticed solicitation of bids (which notice shall be published in a newspaper of general circulation within Spartanburg County not less than 15 days prior to the date bids are opened) or the use of an internet site such as www.govdeals.com or any other reputable internet site or auction service which the Purchasing Agent has determined will likely result in the highest return for the District.

4. Surplus property with trade-in value may also be traded-in to a dealer or vendor in exchange for, or toward the purchase of, items needed by the District.

5. Surplus property may also be sold to, traded with or donated to other governmental entities, if the transaction is found to be in the best interest of the District.

K. Prohibition of Interest.

1. No contract for goods or services shall be given to any member of the Commission, official, or employee of the District; any member of such individual's immediate family; or any business with which such individual is associated.

2. No member of the Commission, official, or employee of the District may accept, directly or indirectly, any rebate, gift, money or anything of value whatsoever, from any person to which a Competitive Procurement has been or may be awarded, except where given for the use and benefit of the District.

3. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies including meals and attendance at receptions, nor to prohibit employees from obtaining loans from regular lending institutions.

L. Appropriation. Each contract awarded by the District hereunder shall be subject to the lawful appropriation of funds therefor in the applicable fiscal period whether stated in the contract or not, and such term shall be incorporated therein with or without reference to this Policy.

M. Void Contract Terms or Conditions. Any term or condition in any contract entered into by the District that requires the District to defend, indemnify, or hold harmless another person, is void *ab initio*, unless such term is expressly authorized by law. All contracts must be governed by South Carolina law. The exclusive venue for any dispute arising out of or related to any contract is the Court of Common Pleas, Non-Jury Term, in Spartanburg County, South Carolina. Any contract containing any terms or conditions inconsistent with any of the foregoing are otherwise enforceable as if it did not contain such term or condition.

N. Notice. All notices and other communications hereunder shall be in writing and will be deemed to have been duly given: (a) if by transmission by hand delivery, when delivered; (b) if mailed via the official governmental mail system, three business days after the post mark, *provided* said notice is sent first class, postage pre-paid, via certified or registered mail, with a return receipt requested; (c) if mailed by an internationally recognized overnight express mail service such as Federal Express, UPS, DHL Worldwide or a similar organization, one Business Day after deposit therewith prepaid; or (d) by e-mail upon delivery with receipt confirmed.

II. **BID REQUIREMENTS.**

A. Competitive Procurement. Except as otherwise provided in this Policy, any competitive procurement process (a “**Competitive Procurement**”) shall be undertaken on the basis of a Request for Qualifications or Competitive Sealed Bidding, in the discretion of the Purchasing Agent, as set forth in this Article II.

B. Request for Qualifications.

1. Conditions for Use. Requests for Qualifications are used for the solicitation of goods or services which are knowledge-based or may allow for variation of design or approach by the submitter. Professional services may be procured using a Request for Qualifications.

2. Request for Qualifications. Responses shall be solicited through a Request for Qualifications drafted according to the particular goods or service required. A Request for Qualifications shall require a statement of qualifications, prior relevant experience, and performance data, and may additionally require references and such other information as the Purchasing Agent may determine necessary or convenient. The criteria for grading responses shall be included in the Request for Qualifications.

3. Participation Required. The Purchasing Agent shall seek responses from qualified suppliers or vendors of goods or services, in so doing:

(a) the preference shall be to seek proposals from no fewer than three qualified suppliers or vendors required and evaluate proposals from no fewer than three responsive submitters;

(b) if it is determined by the Purchasing Agent there are fewer than three qualified suppliers or vendors of the goods or services available or willing to respond to a Request for Qualifications, the Purchasing Agent shall report this to the Commission and detail such finding in the project file and may then evaluate the responses and accept the response from those submitted if such selection is in the best interests of the District.

4. Public Inspection. Responses to a Request for Proposals shall be open for public inspection after award. A Request for Proposals may allow submitters to identify any proprietary or confidential information contained in a response, and the District shall endeavor to keep confidential any information that is clearly marked as proprietary or confidential proposal.

5. Notice of Intent to Award; Award. Notice of intent to award shall be posted to the website of the District and provided to each submitter. Award shall be made to the supplier or vendor whose proposal is determined to be most advantageous to the District, taking into consideration the criteria for grading proposals set forth in the Request for Qualifications. No other factors or criteria shall be used in the evaluation other than those set forth in the Request for Qualifications.

6. Change Order. The Purchasing Agent is authorized to approve change orders and contract amendments to the extent the value of the alteration is the lesser of \$25,000 or 5% of the total contract value. If the value of the change order or contract amendment exceeds either \$25,000 or 5% of the total contract value, the Commission must approve the change order in meeting duly assembled.

C. Competitive Sealed Bidding.

1. Conditions for Use. Contracts for goods or services, other than those contracts for which other procurement methods are applicable or that are exempted from competitive bidding pursuant to this Policy, shall be awarded by competitive sealed bidding.

2. Invitation for Bids. An invitation for bids shall be issued and shall include a purchase description, specification, and all contractual terms and conditions applicable to the procurement. To the extent practicable, the terms of any contract included shall be reviewed by legal counsel for the District before provided to the public.

3. Public Notice. Public notice of the invitation for bids shall be given not less than 14 days prior to the date set forth therein for the opening of bids. Such notice shall include publication in a newspaper of general circulation in Spartanburg County, South Carolina Business One Stop, South Carolina Business Opportunities, or such other public procurement website or publication for a reasonable time prior to bid opening.

4. Bid Opening. Bids shall be opened publicly in the presence of the Purchasing Agent or his or her designee and one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be made available for public inspection after award.

5. Bid Acceptance and Bid Evaluation. In order to be accepted for evaluation, bids must be submitted without conditions and without alteration or correction. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids.

6. Correction or Withdrawal of Bids; Cancellation of Awards. Corrections or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate in the discretion of the Purchasing Agent. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the District or fair competition shall be permitted except as provided herein.

7. Notice of Intent to Award; Award. Notice of intent to award shall be posted to the website of the District and provided to each bidder. The contract shall be awarded to the responsible and responsive bidder whose bid best meets the requirements and criteria set forth in the invitation for bids. The resulting contract may be executed no sooner than 15 days following the posting of the notice of intent to award.

8. Bids in Excess of Project Budget. In the event all bids for a construction project exceed the budget for the project, the Purchasing Agent is authorized to negotiate an adjustment in the bid price with the responsible and responsive bidder whose bid otherwise best meets the requirements and criteria set forth in the invitation of bids. The negotiation may include revisions to the bid requirements or project scope upon approval by the Commission.

D. Pre-qualified Candidates. Prospective suppliers may be prequalified for the procurement of particular types of supplies, services, and construction based on criteria established

by the Purchasing Agent. Solicitation of potential suppliers may be limited to such prequalified suppliers.

E. Bid Bonds; Payment and Performance Bonds.

1. Generally. Bid Bonds to secure bids, payment bonds or performance bonds, as appropriate (generally, "**Bid Bonds**"), are required for all District construction contracts and performance bonds are required for District construction contracts in excess of \$50,000 (or such other amount as may be required by State law), and any other procurements in which risk protection is appropriate as set forth above, in the amount of 100% of the contract price. Bid Bonds shall be delivered by the proposed contractor to the District at the same time the applicable contract is executed. If a bidder or vendor fails to deliver the required Bid Bond, the bidder's or vendor's bid or offer shall be rejected and its bid or offer security shall be forfeited. In the event of such a failure, the District may, at its discretion: (1) award the contract to the next bidder whose bid best satisfied the requirements of the procurement; (2) engage in negotiations for a contract with the next eligible offer; or (3) conduct a new procurement procedure to satisfy the requirement.

2. Reduction of Amount. The amount of the Bid Bond may be reduced, depending upon the circumstances in a procurement:

(a) Prior to Solicitation: Subject to State law, the District may elect to reduce the amount of a Bid Bond required prior to issuing a solicitation for a construction contract procurement to a lesser amount if the District determines that such lesser amount provides adequate protection for the District or that it is less costly or more advantageous to the District to self-insure a part of the performance of the contractor.

(b) During Performance: Subject to State law, the District may reduce the amount of a Bid Bond as work is completed, if the Purchasing Agent determines in writing that such reduction is in the best interest of the District.

F. Right to Revoke Award. The District expressly reserves the right to revoke the public contract award to the bidder whose bid best satisfied the requirements of the procurement; if: (1) it determines that the information on which the award was granted was erroneous; and (2) the correct information makes the awarded bidder's material or product not meet the standards and specifications required by the law. If an award is revoked, the District may demand payment according to the terms of any Bid Bond provided as security for the bid. In such event, the District may (1) award the contract to the next bidder whose bid best satisfied the requirements of the procurement; (2) engage in negotiations for a contract with the next eligible bidder; or (3) conduct a new procurement. This Section shall be deemed a part of the terms and conditions of any solicitation of bids, and all bidders shall be deemed to have accepted the terms and conditions of this Section.

G. Procurement Regulations of Other Entities. Whenever procurements are funded with State or federal funds, the procurement shall be made in compliance with applicable State and federal laws and regulations, if any, as may be required as a condition of the receipt of such funds. Whenever this Policy is more restrictive than the State or federal laws and regulations, the provisions of this Policy and the related District procedures shall be followed.

H. Projects with Multiple Stages. When projects subject to the provisions of this Policy have multiple stages, which could be subject to either a single bid or proposal for all stages or to multiple bids or proposals for the stages as they evolve, the District may seek bids or proposals for the entire project or it may seek bids or proposals for the initial stage of the project and thereafter amend the initial contract after it is in operation, or within a reasonable time of its completion, to include the subsequent stages without need for further bids or procurement. In the latter instance, the subsequent stages must be similar in character of performance and location, when location is relevant to the initial stage, and the pricing components for the subsequent stages must be substantially the same as the initial contract submitted for bids or proposals.

I. Multi-Term Contracts. To the extent permitted by law, a contract for supplies or services may be entered into for a period of time not to exceed a total of five years, provided: (1) the terms of the contract and the conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting; (2) such contracts shall contain a clause stating that when funds are not appropriated to support continued performance in any subsequent fiscal period, the contract shall be cancelled and shall not be subject to non-substitution of subsequent providers; and (3) pricing increases for succeeding fiscal periods, if any, shall not exceed 10% of the preceding year's contract price.

III. ALTERNATIVE PROJECT DELIVERY METHODS.

A. Generally.

The Purchasing Agent may determine, where appropriate with the advice of a qualified consultant or professional, that the use of an alternative project delivery method, as set forth in this Article III, is in the best interest of the District. In such event, the Purchasing Agent shall place in the project file a written determination detailing why utilizing such alternative project delivery method is in the best interest of the District. Thereafter, the Commission shall make a written determination whether to utilize such alternative project delivery method. The terms used herein and not otherwise defined shall generally have the same meaning as for those terms defined in the State's procurement code, which is found at Title 11, Chapter 35 of the South Carolina Code of Laws 1976, as amended; where any such terms have been changed, those terms have been intentionally adapted for use by the District. The policy of the State in promoting alternate forms of project delivery, as set forth in Act No. 41 of 2019, is acknowledged as authority for implementing these specialized procurement methods.

In most cases, the District will use the Design-Bid-Build method of project delivery. Design-Bid-Build is a project delivery method in which the District sequentially awards

separate contracts pursuant to the methods set forth at Articles I and II hereof; the first for architectural and engineering services to design the project, and the second, based on competitive bidding by the District, for construction of the project according to the final design. This is the traditional method of designing and constructing facilities. Construction Management Services or Inspection Services for such a project may be included in project delivery and provided by the design consultant or third-party service provider as outlined in III(B)(6) below.

B. Alternative Project Delivery Methods.

1. Design-Build is a project delivery method in which the District enters into a single contract for design and construction of a facility. Procurement of Design-Build services is appropriate when the District wishes to accelerate project delivery, prefers a single-source contractor, and sufficient interest exists in the marketplace. There are two types of acceptable design-build delivery methods. Fixed-price design-build (FPBD) involves the creation of preliminary engineering drawings and specifications (provided under a separate professional services contract) sufficient to procure design-build services on a fixed-price, competitive bidding process. Progressive design-build (PDB) involves the procurement of a designer builder to provide design, cost-estimating and scheduling services under an initial contract, and final construction services in a subsequent contract on a guaranteed maximum price basis. Errors and omissions insurance is required to cover the architectural and engineering services provided by the offeror.

2. Operation and Maintenance is a project delivery method whereby the District enters into a single contract for the routine operation, routine repair, and routine maintenance of an existing, or to-be-constructed, facility. Operation and Maintenance services shall be procured from prequalified contractors by utilizing competitive sealed proposals submitted in response to a Request for Qualifications, which has established the supplies and services required to maintain and operate facilities.

3. Design-Build-Operate-Maintain is a project delivery method in which the District enters into a single contract for design, construction, operation and maintenance of a facility over a contractually defined period. Ownership of the facility may be in the name of the District or leased by the District from a non-profit corporation. All or a portion of the funds required to pay for the services provided by the contractor during the contract period are either appropriated by the District prior to award of the contract or secured by the District through fee or user charges or other sources of revenue. The District should not participate in financing any such project without an opinion from bond counsel or tax counsel. Errors and Omissions insurance is required to cover the architectural and engineering services provided by the offeror.

4. Design-Build-Finance-Operate-Maintain is a project delivery method in which the District enters into a single contract for design, construction, finance, operation, and maintenance of a facility over a contractually defined period. No funds are appropriated to pay for any part of the services provided by the contractor during the contract period. Procurement of Design-Build-Finance-Operate-Maintain services shall generally follow procedures outlined

above for Design-Build projects with the additional elements of financing and operation incorporated into the project. A preliminary determination should have been made by the District that project revenues would be sufficient, over the length of the proposed contract, to cover design, construction, finance, and operations, and that the traditional Design-Bid-Build approach is not advantageous for this project. The District should not participate in financing any such project without an opinion from bond counsel or tax counsel. Errors and Omissions insurance is required to cover the architectural and engineering services provided by the offeror.

5. Construction Management At-Risk is a project delivery method in which the District awards separate contracts; one for architectural and engineering services to design a facility, and the second to a construction manager at-risk for both preconstruction and construction of the facility according to the design specifications of the architect or engineer. The contract with the construction manager at-risk may be awarded before completion of design. The construction manager at-risk shall assume the risk for construction, rehabilitation, alteration or repair of the facility at a fixed or guaranteed maximum price.

6. Construction Management Services is a project delivery process by which a qualified third-party provides construction leadership with a defined scope throughout various phases of the project (e.g. planning, design and construction). Construction Management Services are typically procured using competitive sealed bidding or Requests for Proposals and bids may be awarded to either (a) the responsive responsible bidder where price is a factor, or (b) the responsible contractor (selected from a group of pre-approved contractors) who is the low bidder. Construction Management Services, specifically including a construction manager at-risk, may be procured for any of the alternative delivery methods authorized herein. Errors and Omissions insurance may be required to cover any architectural and engineering services provided by the offeror.

7. Other Special Project Delivery Methods or combinations of the above may be utilized provided that the District can demonstrate that the delivery methods meets the intent of this Policy and receives the approval of the Commission. Insurance of various types may be required as additional security for the District for the particular method of project delivery.

C. Alternative Project Delivery Method Procurement

Alternative project delivery methods should be procured pursuant to the provisions of Articles I and II herein.

IV. APPEALS; AUTHORITY TO DEBAR

A. Protests.

1. Right to Protest. Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract shall protest to the

Purchasing Agent. The protest, setting forth the grievance and the grounds thereof, shall be submitted in writing within 10 days after such aggrieved person knows or should have known of the facts giving rise thereto, but in no circumstance later than 15 days after posting of the notice of intent to award on the website of the District.

2. Resolution. The Purchasing Agent shall have the authority to settle or resolve a protest of an aggrieved bidder, proposer or contractor (actual or prospective), concerning any award of a contract.

3. Decision. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within 10 business days after receipt of the initial protest. The decision shall state the reasons for the action taken. Such decision shall indicate that it is the final determination of the Purchasing Agent with regard to such matter.

4. Appeal. A decision of the Purchasing Agent may be appealed to the Commission within 10 business days of the submission of the written decision by the Purchasing Agent. Requests for an appeal to the Commission shall be held during the next occurring regularly scheduled meeting of the Commission, or such other time as may be mutually agreeable to the parties. At the meeting, the aggrieved party and the Purchasing Agent shall have an opportunity to present their findings to the Commission. Upon receipt of the findings of both parties, the Commission shall make a final determination by resolution. To the extent that the Purchasing Agent is a member of the Commission, the Purchasing Agent shall not participate in such vote. The decision of the Commission shall be final and conclusive.

B. Debarment.

After reasonable notice to the person or firm involved and reasonable opportunity to be heard, the Purchasing Agent shall have the authority to debar or suspend a person, contractor or firm from consideration for award of any contract by the District. Any debarment or suspension of a person or firm, including the terms thereof, shall be approved by the Commission (with advice from the District's attorney) in writing.

Adopted by Landrum Fire and Rescue District Commission on June 27, 2022.