

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AMENDING CHAPTER 1 – ADMINISTRATION. AT ARTICLE VII. - PURCHASING POLICY. IN ORDER TO AMEND THE PURCHASING POLICY DEFINITIONS; THE PURCHASING CATEGORIES; THE PURCHASE ORDER REQUIREMENTS; THE COMPETITIVE AND ALTERNATIVE PURCHASING METHODS INCLUDING EXEMPTIONS; THE PROVISIONS RELATING TO CONTRACTS, CHANGE ORDERS, TASK ORDERS, WORK AUTHORIZATIONS AND AMENDMENTS; LOCAL VENDOR PREFERENCE; USE OF DESIGN-BUILD FOR COUNTY PROJECTS; AND TO PROVIDE ENTIRELY NEW SUBSECTIONS ENTITLED PROCUREMENT CODE OF ETHICS AND PROTEST PROCEDURES; IN ADDITION PROVIDING FOR CODIFICATION; CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on April 13, 2009, the Board of County Commissioners adopted a Purchasing Policy which governs the County's purchases of goods and services in order to provide a systematic approach to the process of buying required goods and services in proper quantities and qualities, from the right sources at the right times, and at fair prices; and

WHEREAS, the Board of County Commissioners now finds that certain updates to the Purchasing Policy are required in order to prevent unnecessary delay in the procurement process, to provide for a code of ethics and protest procedures and to further clarify ambiguous language in order to provide better guidance and direction to all County employees involved in the purchasing of goods and services for the County; and

WHEREAS, the Board of County Commissioners further finds that such updates and amendments are in the best interests and welfare of the citizens of Nassau County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 1. Administration. of the Nassau County Code of Ordinances is hereby amended at Section 1-141. Purchasing policy. providing that Section 1-141. Purchasing policy. shall hereafter read as follows:

Sec. 1-141. Purchasing policy.

- (a) *Introduction.* This policy, set by the ~~board~~Board of ~~county~~County ~~commissioners~~Commissioners (hereinafter referred to as "~~board~~Board"), governs all purchases of goods and services made by the ~~board~~Board. ~~This policy will serve to repeal and replace Ordinance No. 98-26, 2000-36, 2004-15, 2005-42, 2005-76, 2006-66, 2006-69, 2009-01, 2009-02 and Resolution No. 2007-166.~~ The procedures, requirements, and restrictions of this policy outlined herein shall supersede and take precedence over all other prior purchasing ~~said~~ procedures, requirements, and restrictions.
- (1) *Purpose.*
- a. The purpose of this ~~purchasing~~ policy is to provide a systematic approach to the process of buying required goods and services in proper quantities and qualities, from the right sources at the right times, and at fair prices.
 - b. The ~~board~~Board will enforce purchasing laws, rules, and regulations as stated in ~~the~~this policy to protect the best interest of the citizens of the ~~county~~County and maximize the use of citizens' tax dollars.
 - c. ~~The~~This policy will provide guidance and direction to all employees involved in the purchasing process.
- (2) *Objectives.*
- a. To purchase goods and services at the lowest price, consistent with quality, performance, and delivery requirements from capable suppliers meeting the ~~county's~~County's needs.
 - b. To assure adherence to all purchasing laws, regulations, and procedures.
 - c. To ensure that goods and equipment are in the hands of the using departments when and where they need them.
 - d. To deal fairly and equitably with all vendors wishing to do business with the ~~county~~County.
 - e. To maximize competition for all purchases.

(3) *Definitions.*

Addenda means an addition or supplement to a document, issued by ~~a~~the ~~county~~County during the procurement process. This document modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections.

Bid means a formal written and sealed offer of a price by a vendor to the ~~county~~County to furnish specific goods and/or services in response to an invitation to bid.

Board means the ~~board~~Board of ~~county~~County commissionersCommissioners of Nassau County, Florida; a political subdivision of the state.

Change order means a modification, deletion or addition to an executed purchase order or contract by means of a formally executed document signed by all parties.

Clerk means the ~~clerk~~Clerk of the ~~circuit~~Circuit courtCourt and Comptroller who serves as ~~ex-Ex~~ officio ~~clerk~~Clerk to the ~~board~~Board and ~~chief~~Chief financialFinancial officerOfficer to the ~~county~~County.

Competitive Consultant Negotiation Act (CCNA) means the controlling statute for the professional services, identified in Section 287.055, Florida Statutes, as may be amended. The CCNA describes the process of qualification-based selection whereby professional services firms are selected based on their ability – not low price.

Construction means ~~a building, alteration, repair, demolition, improving, reconstructing, or any other improvements to real property~~ construction, alterations, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms “buildings, structures, or other real property” include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

Continuing contract ~~means a contract for professional services in which construction costs do not exceed one million dollars (\$1,000,000.00), for study activity when the fee for such professional service does not exceed fifty thousand dollars (\$50,000.00), or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause in accordance with F.S. § 287.055 shall have the same meaning as defined in Section 287.055, Florida Statutes, as may be amended.~~

Contract means a written agreement, ~~regardless of its name, for the purchase or disposal of goods, services or construction, containing specific terms between two (2) or more entities between the County and one or more parties, typically with one providing goods or services (including construction) in exchange for valuable consideration. A contract establishing these obligations of the County and another party, regardless of title, are subject to the County’s legal and administrative contract standards. This includes amendments and change orders to previously approved contracts. Oral contracts are not allowed and are not binding on the County.~~

Cooperative contract purchasing means a procurement of goods and services from a contract, which is made available to more than one (1) governmental entity.

County ~~coordinator~~ Manager means the individual who is designated by and is under contract to the ~~board~~Board of county commissioners to fill this position.

Department means the appropriate member(s) of ~~county~~County staff requesting the purchase.

Design-build contract shall have the same meaning as defined in Section 287.055, Florida Statutes, as may be amended.

Design criteria package shall have the same meaning as defined in Section 287.055, Florida Statutes, as may be amended.

Design criteria professional shall have the same meaning as defined in Section 287.055, Florida Statutes, as may be amended.

Designee means a duly authorized representative of a person or entity, including the board or one (1) of its employees.

Emergency purchase means a procurement that is made in response to a requirement for goods or services, when delay to comply with all governing rules, would cause an immediate danger to public health, safety, or welfare, and interruption of an essential County service, or other substantial loss to the county.

Firm means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

Invitation to bid (ITB) means a written solicitation for bids used for the purchase of goods or services ~~valued at or greater than fifty thousand dollars (\$50,000.00).~~

Invoice means ~~an itemized list of goods shipped, specifying the price and quantity~~ vendor's bill or written request for payment under the contract for supplies delivered or services performed.

~~*Necessary repairs and maintenance* means repairs and maintenance to machinery and equipment that is essential to the daily operations of the department.~~

Piggybacking means a procurement method ~~allowing for inter-government cooperative purchasing~~ where a public purchaser enters into a contract with a vendor pursuant to a competitive bidding process and the ~~county~~County subsequently contracts with that vendor based off the contract and competitive bidding process utilized by the public purchaser.

Procurement means the buying, purchasing, renting, leasing or otherwise acquiring of any goods, services or construction for public purposes.

Professional services means ~~any architectural, engineering, landscape architectural and registered land surveying services as defined and prescribed under F.S. § 287.055~~ those services as prescribed under Section 287.055, Florida Statutes, as may be amended, within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

Purchase order means an official ~~county~~County legal document used to encumber funds and authorize a purchase transaction with a vendor, which delineates the responsibilities of both parties in the provision of and payment of goods and services required by the ~~county~~County.

~~Purchase requisition. See definition of requisition.~~

Qualifications-based selection (QBS) means a procedure that facilitates the selection of professional design firms. The selection is based on qualifications and competencies in relation to the scope and needs of a particular project.

Quote or quotation means a written offer to the ~~e~~County by a vendor for specific goods or services at a stated price.

Responsible vendor means an offeror who has the capability in all respects to perform fully the requirements of a contract or purchase order, and the integrity and reliability which will assure good faith performance.

~~Quote or quotation means a written offer to the county by a vendor for specific goods or services at a stated price.~~

~~Receipt of delivery means a document, usually the invoice, signed by the receiver verifying that goods were received and inspected.~~

Request for proposal (RFP) means a competitive procurement method that allows the reviewer to consider factors other than price including, but not limited to, supplier qualifications; experience; project approach; innovation; creativity; or value-added service, when making the decision to award.

~~Request for quotation (RFQ) means a written request to solicit prices for specific goods or services.~~

Request for qualifications (RFQ) means a procurement method that is based on qualifications and competencies in relation to the scope and needs of a particular project.

Requisition means a written request for a purchase order to purchase goods or services.

Services means labor, time, and/or effort provided by professionals or ~~contractors~~vendors.

Single source purchase means ~~when an award for~~ goods or services that can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one (1) economically feasible source for the purchase. Examples include, but are not limited to, compatibility, quality, conformity, service support, and warranty.

~~Small purchases means the procurement of goods or services less than one thousand dollars (\$1,000.00) and not requiring a purchase order.~~

Sole source purchase means an award for the goods or services that can be purchased from only one known capable supplier as demonstrated by the unique nature of the required goods or services can be legally purchased from only one (1) source.

Task order or work authorization means a supplementary contractual ~~and obligating~~ document that usually includes task descriptions, and is used in continuing ~~type~~ contracts. Each task order or work authorization shall set forth a specific scope of services, the amount of compensation and the required completion date ~~and may also be referred to as "work authorization."~~

Vendor means an actual or potential provider of goods or services.

Vendor list means an electronic notification mailing list for vendors to receive bid opportunities based on class and items selected for the products or services which can be provided to the ~~county~~County.

~~Work authorization. See definition for task order.~~

~~(1) Final responsibility means~~ The final responsibility for the carrying out of the provisions of this policy rests with the board ~~Board of county commissioners~~. The ~~board~~ Board may designate employees and/or officers to administer the various facets of this policy.

(b) *Purchasing overview.*

(1) *Purchasing categories—Threshold amounts for competitive purchases.*

- a. ~~Small~~ Micro purchases: Purchases up to and including less than one ten thousand dollars (\$10,000.00).
- b. ~~Competitive verbal quotes~~ Small Purchases: Purchases at least greater than one ten thousand dollars (\$10,000.00) and up to and including but less than five one hundred thousand dollars (\$5100,000.00).
- c. ~~Competitive written quotes~~: Purchases at least five thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00).
- d. ~~Formal competitive bids~~ solicitations: Purchases equal to or greater than fifty one hundred thousand dollars (\$50100,000.00).

(2) *Purchase order requirements.*

- a. All purchases ~~one five~~ thousand dollars (\$~~15~~5,000.00) or greater require a completed requisition submitted to finance for the issuance of a purchase order. Purchases below five thousand dollars (\$5,000) may require a completed requisition if determined by the Procurement Department through operating procedures. unless:
 1. ~~The purchase is pursuant to a contract, task order, work authorization, or similar document, signed or approved by the board or board designee, or~~
 2. ~~The purchase is for road and bridge, solid waste, Nassau Amelia Utilities, and fire rescue repairs or maintenance to equipment that is necessary in daily operations and the purchase does not exceed two thousand five hundred dollars (\$2,500.00).~~
- b. Upon receipt of the good(s) or completion of the service (s), The ~~the~~ invoice with appropriate signatures shall be forwarded to finance immediately ~~upon receipt of the goods or completion of service~~. Should a partial delivery occur, ~~attach~~ a copy of the purchase order shall be attached to the invoice with clear documentation of ~~those the~~ item(s) or service(s) received and those that remain outstanding. When all goods and services for a purchase order have been received, the department shall attach a copy of the purchase order to the invoice and indicate that the purchase order is final and closed.

(3) *Role of the ~~contract management~~Procurement departmentDepartment.*

- a. *General.* The role of the contract management~~Procurement Department~~ is to serve as the central location ~~of the~~for purchasing and contract management activities ~~department~~ for the ~~board~~Board of county commissioners and to ensure that all purchases are made in accordance with County policy.
- b. *Specific.*
 1. ~~To prepare the solicitations for procurement of goods and services including preparation of bid documents, posting bids, maintaining plan holder/distribution lists, serving as contact for bid inquiries and issuances of addenda~~To comply with federal, state, and county procurement laws which govern expenditures of public funds.
 2. ~~To schedule and participate in the evaluation meetings, ranking, and award process~~To provide timely responsive support to departments.
 3. ~~To participate in contract negotiations and preparation of the contract~~To generate broad participation and competition among potential suppliers and vendors.
 4. ~~To participate in processing invoices issued pursuant to contracts in order to track and manage performance under the contract~~To ensure good quality products and services at competitive prices.
 5. ~~To participate in monitoring contracts for compliance and deliverables~~To ensure equal opportunity to all qualified vendors wishing to compete for County business.
 6. ~~To request periodic evaluations from user departments and vendors~~To provide procurement policy, standards, and best practice guidance and training to departments.
 7. ~~To monitor contracts approaching expiration, and advise user departments and the board of county commissioners of approaching expirations~~To keep abreast of current developments in the fields of sourcing, purchasing, contracts administration, supply chain management, and overall economic and market conditions.
 8. ~~To send letters of interest for renewals to user departments and vendors~~To formulate and recommend policies and procedures to the Board.
 9. ~~To create contract amendments, addenda, task orders or work authorizations and renewal agreements as necessary.~~
 10. ~~To notify vendors of nonrenewals and/or terminations of contracts.~~
 11. ~~To provide or recommend training on procurement processes and policies; methods of tracking progress and compliance; and other relevant procurement issues.~~

(4) *Role of ~~county~~County departments.*

- a. *General.* The role of departments in the purchasing process is to work cooperatively with vendors, the ~~contract management d~~Procurement Department, ~~the County Attorney's office~~, any other departments of the ~~board~~Board, and the ~~clerk's Clerk's~~ office to procure the necessary goods and services in the most efficient manner to serve the public of the ~~county~~County.
- b. *Specific.*
1. Review and become familiar with this ~~purchasing~~-policy.
 2. Identify, as soon as possible, and sufficiently in advance, the needs for goods and services in their operations and activities.
 3. Respond to requests from ~~contract management~~the Procurement Department or County Attorney's office for information on compliance, receipt of deliverables, invoicing issues, expiration or renewal deadlines, and other requests necessary to facilitate ~~the contract management's~~Procurement Department's ability to fulfill its role as described above.
 4. Use the proper forms and follow rules as described in this policy.
 5. Accurately code all requisitions and invoices with the proper expenditure account.
 6. To participate in processing invoices issued pursuant to contracts in order to track and manage performance under the contract.
 7. To participate in monitoring contracts for compliance and deliverables.
 8. To monitor contracts approaching expiration and take any actions as required.
 69. Utilize resources available through ~~contract management~~the Procurement Department, including vendor lists and ~~Demandstar~~online procurement systems to maximize competition among bids for goods and services.
 710. Determine that sufficient funds are available in their authorized budgets to pay for each ~~item~~good or service.
 811. Inspect all goods and services received for accuracy and sign the invoice as a receipt of delivery. Should a partial delivery occur, attach a copy of the purchase order to the invoice with clear documentation of those items received and those that remain outstanding. There shall also be an appropriate approval signature authorizing payment to the vendor on all invoices.
 912. Submit all agenda requests related to necessary purchases in accordance with the policy set forth by the ~~county~~County ~~coordinator~~Manager, providing ample time for proposed contracts to be drafted and/or reviewed by the ~~county~~County ~~attorney~~Attorney and ~~contract management~~Procurement Department.
 4013. Provide any requested additional backup information in a timely manner.

- ~~11~~14. Attend training on procurement processes and policies as may be provided or recommended by ~~contract management~~the Procurement Department.
- c. Department heads are responsible for the adherence to this policy and proper authorization of all purchase transactions initiated by their personnel.
- (5) *Role of the clerk's office.*
- a. *General.* The role of the ~~clerk's~~Clerk's office to the ~~board~~Board is to serve as the accountant, auditor, custodian, comptroller, and chief financial officer to the ~~board~~Board of county commissioners.
- b. *Specific.*
1. Pre-audit requisitions and invoices prior to disbursement to ensure legality, accuracy, and compliance with statute and ordinances.
 2. Issue purchase orders and encumber funds for approved purchases.
 3. Return any requests that are incomplete or are inconsistent with ~~the~~this ~~purchasing~~ policy to the ~~office of management and budget~~requesting department.
 4. Disburse funds for the purchase of goods and services.
 5. Record all disbursements in the ~~county's~~County's accounting records.
 6. Record public meetings for bid openings, evaluation meetings, and negotiations.
- (c) *Competitive purchasing methods.* A contract or purchase cannot be divided or subdivided in order to circumvent the competitive purchasing methods set forth herein.
- (1) ~~Small~~Micro purchases (purchases ~~less than one up to and including ten~~ thousand dollars (\$~~10~~0,000.00)).
- a. Purchase of goods and services when cost thereof is ~~less than one up to and including ten~~ thousand dollars (\$~~10~~0,000.00) does not require solicitation of quotes ~~or require a requisition or purchase order~~.
- b. Departments should always encourage competition and seek the best value for the ~~county~~County.
- c. A designee of the department shall inspect all ~~items~~goods for accuracy and sign the invoice as a receipt of delivery. The invoice must also include the correct account number and an appropriate signature as approval of payment.
- (2) ~~Competitive verbal quotations~~Small purchases (purchases ~~at least one greater than ten~~ thousand dollars (\$~~10~~0,000.00) ~~but less than and up to and including one hundred five~~ thousand dollars (\$~~5~~100,000.00)).
- a. ~~Departments shall encourage competition and seek the best value for the county by attempting to obtain at least three (3) verbal quotes for purchases less than five thousand dollars (\$5,000.00).~~

- b. ~~Upon review of quotations, the department shall select the lowest responsible vendor for the requested goods or services. If the department selects a vendor other than the lowest responsible vendor, then the department must provide a written explanation as to why the lowest responsible vendor was not selected, and shall obtain written approval of the county coordinator prior to procuring the goods or services.~~
- ~~(3) Competitive written quotes (purchases at least five thousand dollars (\$5,000.00) but less than fifty thousand dollars (\$50,000.00)).~~
- a. ~~All purchases equal to or greater than five thousand dollars (\$5,000.00) and less than fifty thousand dollars (\$50,000.00) shall require three (3) written quotations.~~
- ba. The department must fill out a "request for quotation" complete the appropriate form(s) and fax, email, or mail to at least three (3) vendors. All information provided to each vendor must be identical to ensure fair competition.
- eb. Upon review of quotations, the department shall select the lowest responsible vendor for the requested good(s) or service(s). If the department selects a vendor other than the lowest responsible vendor, then the department must provide a written explanation as to why the lowest responsible vendor was not selected, and shall obtain written approval of the county County coordinator Manager prior to procuring the good(s) or service(s).
- ec. If a department cannot obtain three (3) quotations, the department must provide a written explanation as to why three (3) quotations were not obtained. All supporting documentation must be attached to the requisition.
- ~~(43) Formal competitive bids solicitations (purchases equal to or greater than fifty one hundred thousand dollars (\$50100,000.00)).~~
- a. All purchases ~~equal to or greater than~~ fifty one hundred thousand dollars (\$50100,000.00) require formal and competitive invitations to bids (ITB), request for proposal (RFP) or request for qualification (RFQ) ~~as applicable~~.
- b. ~~All purchases must be advertised at least once in a newspaper of general or regional circulation and at least two (2) weeks or fourteen (14) calendar days prior to the bid opening.~~
- c. ~~Any construction project that is projected to cost more than two hundred thousand dollars (\$200,000.00) shall be publicly advertised in a newspaper of general circulation in the county where the project is located at least twenty one (21) days prior to the established bid opening and at least five (5) days prior to any scheduled pre bid conference.~~
- d. ~~Any construction project that is projected to cost more than five hundred thousand dollars (\$500,000.00) shall be publicly advertised in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the established bid opening and at least five (5) days prior to any scheduled prebid conference.~~

- ~~eb.~~ Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement.
- ~~f.~~ ~~In addition to advertising, department heads shall utilize the established vendor list and send notice to other applicable vendors.~~
- ~~gc.~~ If less than three (3) responses are obtained, ~~contract management~~the Procurement Department shall confirm that the request was made pursuant to the requirements of this policy and shall provide a written attestation that all requirements have been met prior to proceeding to an award.

~~(54)~~ *Award of bid.*

- a. The ~~board~~Board shall award the purchase or contract to the lowest and/or best value responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bid. The award will be made to the bidder whose bid and qualifications indicate that the award is in the best interest of the ~~county~~County.
 - b. When only one (1) bid is received for the purchase of an item or group of items, the requesting department and the Procurement Department may negotiate on the best terms and conditions ~~the board shall review the bid in order to determine the reasons why, if any, only one (1) bid was received. The board may accept the only bid or it may~~ request that a second call for bids be issued. If the only bid is accepted, then the reasons why, if any, only one (1) bid was received shall be included in the minutes of the ~~board~~Board.
 - c. If no compliant bid is received, ~~the board may request and after~~ a second call for bids, the requesting department and the Procurement Department may negotiate on the best terms and conditions ~~be issued or may authorize the county coordinator or his designee to purchase by negotiation. The reasons why, if any, no compliant bid was received shall be included in the minutes of the Board.~~
 - d. The ~~board~~Board reserves the right to reject any and all bids received. This shall be indicated in all advertising and bid invitations.
- (d) *Alternative purchasing methods.* In the following circumstances the competitive purchasing methods set forth in subsection (c) above shall not apply:
- (1) *Cooperative contract purchases.*

- a. ~~The applicable competitive procurement requirement set forth in subsection (c) above is inapplicable if the purchase is procured utilizing cooperative purchasing contracts.~~ Cooperative contract purchasing from contracts issued by the state, the state association of counties, the state sheriff's association, general services administration, and U.S. Communities Government Purchases Alliance Program, or similar cooperative agency is authorized when in the best interest of the public. ~~Additionally, the board may, in its sole discretion, recognize other cooperative contracts for procurement.~~
- b. The purchase requisition must reference the ~~contract list~~, contract title, current contract number, ~~and~~ contract expiration date, and the applicable section of this

policy. Documentation from the contract referencing the ~~item~~good(s) or service(s) being purchased and the price must be submitted with the requisition.

- ~~c. If the goods or services can be purchased within the county boundaries at a rate less than the cooperative contract price, the department head may utilize the local vendor.~~

(2) *Sole source/single source purchases.*

- a. Sole source. If the required good(s) or service(s) can only be procured ~~legally and reasonably~~ from only one (1) known capable vendor, as determined by the unique nature of the required good(s) or service(s), the vendor may be determined a sole source vendor.
- b. Single source. A vendor may be determined a single source if the required good(s) or service(s) can be purchased from multiple vendors, but in order to meet certain functional or performance requirements, there is only one (1) economically feasible source for the purchase. Examples include, but are not limited to, compatibility, quality, conformity, service support, and warranty.
- c. The ~~department head must complete the appropriate procurement form(s) shall be completed to acquire the good(s) or service(s) through a sole source/single source purchase titled, "sole source/single source purchase request." This form along with a letter from the vendor stating that their business is a sole or single source provider of the specific goods or services must be submitted for board, or board designee, for approval.~~

(3) *Piggybacking.*

- a. The ~~county~~County may purchase goods or services from a vendor, or contract with a vendor without following the procedures of the applicable competitive purchasing method set forth in subsection (c) above ~~herein~~ when:
 1. In the sole discretion of the ~~board~~Board or ~~board~~Board designee, the procurement of good(s) or service(s) under the piggybacking methods set forth herein serves the best interest of the public, and
 2. The contract of the other governmental entity is, in the sole discretion of the ~~board~~Board or ~~board~~Board designee, ~~let~~ pursuant to a competitive bidding process substantially similar to the applicable requirement provided herein.
- b. The vendor shall submit to the department a written offer for the goods and/or services sought pursuant to the other entity's contract.
- c. Upon approval of the ~~county~~County coordinator~~Manager~~, the department, and ~~contract management~~Procurement Department shall review the bidding process used by the other entity to ensure that it is substantially similar to the applicable procurement requirement set forth herein. When applicable to determine compliance with the requirements of this section, the department should also review the invitation to bid or request for proposal, the number of responses

submitted, the selected vendor's response, and the resulting contract and/or purchase agreement.

- d. The proposed contract between the county County and vendor shall be substantially similar to the vendor's contract with the other governmental entity to ensure the best interest of the public is met based on the sole discretion of the board or board designee.

(4) *Emergency purchases.*

- a. ~~A completed "emergency purchase" form certifying the conditions and circumstances requiring an emergency purchase must be submitted to the county coordinator w~~When a department head determines that there exists an immediate danger to public health, safety, or welfare or other substantial loss to the county County that requires emergency action, the department head shall submit a completed emergency purchase requisition form certifying the conditions and circumstances requiring an emergency purchase to the County Manager. The county County coordinator Manager shall be responsible for reviewing and making the determination if a purchase meets the definition of "emergency purchase" under this policy, with concurrence of the County Attorney.
- b. ~~In the event of an emergency, t~~The requisition form shall be labeled "exceptional emergency purchase request" and shall be approved by the county County coordinator Manager~~for an amount less than fifty thousand dollars (\$50,000.00).~~ The county County coordinator Manager will advise~~shall bring the emergency purchase item to the board~~Board for ratification of the ~~action taken at the next board meeting~~purchase approval.
- c. ~~If the emergency purchase is equal to or exceeds fifty thousand dollars (\$50,000.00), the coordinator shall submit the appropriate information to the board for execution by the chair. If no meeting is scheduled prior to the necessary purchase, the county coordinator may contact the chair who shall call a special meeting to address the emergency event.~~

- (5) Annual-Periodic review of alternative purchasing methods. The ~~office of management and budget and the coordinator~~Procurement Department will annually periodically review all purchases made under the provisions of this subsection to ensure the alternative purchasing methods are not being abused.

- (e) *Purchases exempt from competitive or alternative methods.* The following purchases are exempt from the competitive purchasing method or alternative purchasing methods set forth herein:

- (1) ~~Best interest of the public. The purchase of any goods or services, or combination thereof, which, in the sole discretion of the board of county commissioners, is in the best interest of the public to be procured by any means other than those provided for herein, so long as, in the sole discretion of the county attorney, the procurement does not violate any federal, state or other local law~~ In accordance with Section

287.057(3)(e), Florida Statutes, as may be amended, certain expenditures by the County are excepted from competitive solicitation requirements as follows:-

- a. Artistic services.
- b. Academic program reviews, if the fee for such services does not exceed fifty thousand dollars (\$50,000.00).
- c. Lectures by individuals.
- d. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.
- e. Health services involving examination, diagnosis, treatment, prevention, medical consultation, insurance brokerage, medical and prescription services, or other health administration services.
- f. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under Internal Revenue Service Section 501(c)(3).
- g. Medicaid services delivered to an eligible Medicaid recipient.
- h. Family placement services.
- i. Prevention services related mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

(2) Further the County has exempted certain expenditures from the competitive solicitation process. These expenditures include:

- a. Utilities (sewer, solid waste, water, electricity, natural gas).
- b. Federal, state, and local taxes.
- c. Dues or membership fees for a public purpose or job required professional license.
- d. Postage and shipping.
- e. Professional licenses required for staff.
- f. Permits.
- g. Advertising.
- h. Training, educational materials, seminars, workshops, and conferences.
- i. Subscriptions.
- j. Insurance policies (e.g. property, casualty).
- k. Communication equipment, supplies, materials, or services, including internet access service and newspaper ads that are used as modes of communication.

- ~~(2) Communication. Equipment, supplies, materials, or services, including internet access service and newspaper ads that are used as modes of communication.~~
- (3)l. Publications. Books, periodicals, printed materials, artwork, photographs, film, film strips, video tapes, disk or tape recordings, materials purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent with the state, a governmental agency, or a recognized educational institute or consortium.
- (4)m. Real property. Purchase, lease, or rental of real property for less than twelve (12) months and nonrenewable. All purchase of real property by the County shall comply with the requirements of Chapter 125, Florida Statutes, as may be amended.
- (5)n. Travel Expenses. Overnight Lodging lodging and transportation-, and other related travel expenses. Seminars, workshops, training, overnight lodging, transportation, dues, memberships.
- (6)o. Nongovernmental purchases. Goods and services purchased by a nongovernmental developer that contributes public facilities to the county regardless of whether the contribution is governed by F.S. §§Sections 163.3220—163.3243, Florida Statutes, as may be amended.
- ~~(7) Professional services under F.S. § 287.055. Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services shall be consistent with the provisions of F.S. § 287.055, and shall not be limited or governed in anyway by this policy.~~
- (8)p. Other professional services. Acquisition of other professional services for lobbyist, ~~legal services~~, medical services, financial services, planning or any other professional services not defined in F.S. §Section 287.055, Florida Statutes, as may be amended.
- ~~(9) Annual review of purchases exempt from competitive or alternative methods. The office of management and budget and the coordinator will annually review all purchases made under the provisions of this subsection to ensure the exemptions are not being abused.~~
- (f) Contracts, change orders, task orders, and work authorizations, requisitions, invoices, and amendments.
- (1) *Purpose.* Contracts may be used for purchases pursuant to any of the methods provided for herein or for purchases pursuant to any exception provided for herein. A contract is appropriate when engaging in construction or when purchasing goods and/or services where a purchase order is not adequate to describe all the terms and conditions of the agreement. The contract establishes the legal working relationship between two (2) or more parties. It shall specify any applicable terms including, but not limited to, payment, performance, maintenance, guaranties, termination, etc. Change orders, task orders, ~~and work authorizations~~, and amendments are addenda to contracts which authorize additional work or a modified scope of work.

(2) *Signing authority.*

a. Contracts valued up to five thousand dollars (\$5,000.00).

1. Contracts which are valued up to five thousand dollars (\$5,000.00) may be executed by designees of the Board as set by separate resolution. Prior to execution by any designee, the Office of Management and Budget Director, the County Attorney or designee, and the Procurement Director shall sign off on the appropriate request, each affirming that they have reviewed the contract and agree to the terms provided for therein.
2. Change orders, task orders, work authorizations, or amendments, may be executed by designees of the Board, as set by separate resolution, if the amended contract value does not exceed five thousand dollars (\$5,000.00). In this event, the Board designee, Office of Management and Budget Director, and Procurement Director must sign the appropriate request, each affirming that they have reviewed the contract and agree to the terms provided for therein. If there are any contract language changes, the County Attorney must also approve.
3. In the event a change order, task order, work authorization, or amendment will result in the value of the contract exceeding five thousand dollars (\$5,000.00), then the procedures set forth in subsection b. below shall control.

ab. Contracts ~~which are~~ valued ~~less than fifty~~ from greater than five thousand (\$5,000.00) and up to and including one hundred thousand dollars (\$~~50~~100,000.00).

1. Contracts which are valued equal to or less than fifty-one hundred thousand dollars (\$~~50~~100,000.00) may be executed by the county County coordinator Manager or as designee for the ~~board~~Board as set by separate Resolution. ~~In this event~~Prior to execution, the department head, ~~budget officer~~Office of Management and Budget Director, county County attorneyAttorney, ~~contract manager~~Procurement Director, and county County coordinator Manager ~~must~~shall sign off on the appropriate request, each affirming that they have reviewed the contract and agree to the terms provided for therein.
2. Change orders, task orders, ~~or~~work authorizations, or amendments may be executed by the county County coordinator Manager as or designee for the ~~board~~Board as set by separate Resolution ~~as long as~~if the amended contract value does not exceed fifty-one hundred thousand dollars (\$~~50~~100,000.00). In this event, the ~~project manager~~department head, ~~budget officer~~Office of Management and Budget Director, ~~contract manager~~Procurement Director, and county County coordinator Manager must sign the appropriate request, each affirming that they have reviewed the contract and agree to the terms provided for therein. If there are any contract language changes, the ~~county County attorney~~Attorney must also approve.

3. In the event the change order, task order, ~~or~~ work authorization, or amendment ~~will results~~ in the value of the contract exceeding fifty-one hundred thousand dollars (\$~~50~~100,000.00), then the ~~change order must be signed by contract~~ shall be submitted to the board ~~Board for approval pursuant to the procedures set forth in subsection c. below.~~
- ~~bc.~~ Contracts ~~which are~~ valued at greater than fifty-one hundred thousand dollars (\$~~50~~100,000.00) ~~or more~~.
1. Contracts which are valued at greater than fifty-one hundred thousand dollars (\$~~50~~100,000.00) ~~or more~~ must be executed by the ~~board~~ Board.
 2. Change orders, task orders, ~~or~~ work authorizations, or amendments up to ten ~~(10)~~ percent (10%) of the original contract cost or up to fifty-one hundred thousand dollars (\$~~50~~100,000.00) whichever is less, may be executed by the ~~county County coordinator Manager~~ as designee for the ~~board~~ Board. ~~In this event~~ Prior to execution, the ~~project manager~~ department head, budget officer Office of Management and Budget Director, ~~contract manager~~ Procurement Director, and ~~county County coordinator Manager~~ must sign the appropriate request, each affirming that they have reviewed the contract and agree to the terms provided for therein. If there are any contract language changes, the ~~county County attorney Attorney~~ must also approve.
 3. Change orders, task orders, ~~or~~ work authorizations, or amendments greater than ten ~~(10)~~ percent (10%) of the original contract cost or greater than one hundred thousand dollars (\$100,000.00) ~~shall require must be approved by the b~~ Board approval.
- ~~e. The county coordinator and contract manager shall report monthly to the board all contracts, amendments, change orders, task orders or work authorizations signed by the coordinator as board designee, in order for that action to be recorded in the official minutes.~~

(3) Requisitions and invoices.

- a. Any requisition or invoice may be executed by designees of the Board as set by separate resolution.

(g) *Local vendor preference.*

- (1) *Scope.* This section shall apply to all ~~county County~~ purchases less than fifty thousand dollars (\$50,000.00). For purchases less than ~~one-five~~ thousand dollars (\$~~15~~5,000.00), the member of ~~county County~~ staff making the purchase shall attempt to procure the good(s) or service(s) from a local vendor when reasonable.
- (2) *Local vendor.*
 - a. A vendor shall receive preference as set forth in this policy when the vendor submits, along with its quote or bid, information satisfactory to determine it meets ~~two (2) out of the three (3) the~~ criteria set forth below, ~~or when the board of~~

~~county commissioners determines an award to a particular vendor will benefit the local economy.~~

b. ~~Eligibility criteria for local preference (two (2) of the three (3) must be met):~~

1. Must have a physical, brick and mortar place of business located within the geographic boundaries of Nassau County for a period of at least twelve (12) months prior to the issuance of a solicitation. Post office boxes are not an acceptable physical address. The vendor has its principal place of business located in the county;
2. The business supports a local employee base in the ~~county~~County; and at least two (2) full-time employees from Nassau County.
3. Must have the physical mailing address of the above place of business registered with the Florida Department of State Division of Corporations (www.Sunbiz.org) as its principal place of business for a minimum of twelve (12) months. The owner of the vendor has his/her primary residence located in the county.
4. Must have operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least twelve (12) months.

c. If a vendor seeking local vendor certification preference under this section has presented false evidence, the ~~board~~Board reserves the right to decline future awards to said vendor for a period of time to be determined by the ~~board~~Board.

(3) *Award.*

- a. Vendors meeting ~~two (2) of the three (3)~~the eligibility requirements shall have preference to purchases when its quote, or proposal, is equal to or less than that submitted by a nonlocal vendor.
- b. In the event any local vendor's proposal is within five ~~(5)~~ percent (5%) of the lowest quotation or proposal received, the local vendors within five ~~(5)~~ percent (5%) of the lowest bidder and the lowest bidder shall have the opportunity to resubmit quotations or proposals. These one-time final resubmittals shall be provided to the ~~county~~County within five (5) days of being the vendors being notified of the opportunity to resubmit. The ~~county~~County shall award the purchase to the lowest bidder.; ~~in~~In the event there is ~~more than one (1) lowest bidder~~a tie for the lowest bidder and one (1) of ~~those~~the lowest bidders is local, the purchase shall be awarded to the local vendor.

It is the intent of this policy that the local vendor preference have no impact on the ~~county's~~County's budget and not increase expenditures.

~~(4) Reporting. All purchases awarded to local vendors shall be reported to the contract management office quarterly. Each department shall maintain a record of when a purchase is made from a local vendor under this policy and the amount of the purchase.~~

(h) *Use of design-build for county projects.*

(1) *Design criteria package.*

- a. All design-build projects require a design criteria package that shall include the requirements set forth in ~~subsection (2)(j) of the Consultants' Competitive Negotiation Act~~CCNA, Section 287.055, Florida Statutes, as may be amended.
- b. The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the ~~county~~County.
- c. In the event the ~~county~~County elects to enter into a professional services contract for the preparation of the design criteria package, the design criteria professional must be selected and contracted with in accordance with the requirements of ~~sections (4) and (5) of the Consultants' Competitive Negotiation Act~~CCNA, Section 287.055, Florida Statutes, as may be amended.
- d. A design criteria professional who has been selected to prepare the design criteria package shall not be eligible to render services under a design-build contract executed pursuant to the design criteria package.
- e. Where the ~~county~~County elects to use the qualifications-based selection process to award a design-build contract, the ~~county~~County shall employ or retain a licensed design professional appropriate to the type of construction project to serve as the ~~county's~~County's representative during the selection of the design-build firm.

(2) *Design build contract.*

- a. Public announcement. The ~~county~~County shall publicly announce, in a uniform and consistent manner, the fact that design criteria professional services and design-build services are required, except in the case where design criteria professional services are secured in-house, or in cases of valid public emergency as declared by the county. The announcement shall include a general description of the project, procedures for obtaining the request for proposals, and how, and the time within which, interested design criteria professionals and design-build firms may apply for consideration.
- b. The ~~county~~County shall award design-build contracts by the use of a competitive proposal selection process as prescribed by ~~subsection 9(e) of the Consultants' Competitive Negotiation Act~~CCNA, Section 287.055, Florida Statutes, as may be amended, and as further described herein or by the use of a qualifications-based selection process pursuant to ~~sections (3), (4), and (5) of the Consultants' Competitive Negotiation Act~~CCNA, Section 287.055, Florida Statutes, as may be amended, for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. The ~~county~~County ~~manager~~Manager shall designate the use of the competitive proposal selection process or the qualifications-based selection process for each individual county design build project.

- c. If the ~~county~~County elects the option of qualifications-based selection, during the selection of the design-build firm, the ~~county~~County shall employ or retain a licensed design professional appropriate to the project to serve as its representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:
1. The preparation of a design criteria package for the design and construction of the public construction project.
 2. The qualification and selection of no fewer than three (3) design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
 3. The criteria, procedures and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project. weighted for the project.
 4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
 5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the county of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
 6. In the case of public emergencies, for the county to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.
- d. The ~~board~~Board hereby delegates to the ~~county~~County managerManager the authority to develop additional procedures for use of the competitive proposal selection process for design-build contracts by the ~~county~~County.
- ~~e. For purposes of this section, the definitions of design-build firm, design-build contract, design criteria package and design criteria professional shall be as defined in F.S. § 287.055(2), as amended from time to time.~~
- (i) *Compliance with 2 C.F.R. part 200.317—200.326 for all federal awards.*
- (1) The ~~county~~County shall comply with 2 C.F.R. part 200.317—200.326.
 - (2) The ~~board~~Board of county commissioners of hereby delegates to the ~~county~~County managerManager the authority to develop additional procurement procedures for federal awards.
- (j) Procurement Code of Ethics.

(1) Public confidence in the integrity of the County's procurement and contracting activities is critical. Improprieties, or even the appearance of improprieties, can undermine this confidence with very negative consequences. Lack of trust by the vendor community could result in an unwillingness to submit bids, thus decreasing competition and potentially increasing the cost of goods or services. Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees governs ethics in procurement within Nassau County. At a minimum, County staff shall adhere to the following Code of Conduct:

- a. Must not use or attempt to use their official position to secure a special privilege, benefit or exemption for themselves or others.
- b. Must not at any time accept compensation, gifts, gratuities, payment, or a thing of value that is given to influence their actions.
- c. Must not be employed or accept employment with any business entity that present a conflict of interest whereby the employee either directly or indirectly purchases, rents, or leases any realty, goods or services from an employee's own business or from a business their spouse or child is an officer, partner, director, proprietor, or has a material interest, is prohibited.
- d. Must handle all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.
- e. Must conduct their actions in all professional matters with the highest standards of integrity and honesty.

(2) Corruption and ethical misconduct in any form will not be tolerated. County employees who become aware of any corrupt activity or ethical misconduct by County employees or the supplier community have a duty to report fraud, waste, and abuse to the County Manager's Office and the County's Procurement Director.

(k) Protest procedures.

- (1) This section sets forth the uniform procedure for the resolution of protests arising under this policy.
- (2) The County shall provide notice of a decision or intended decision concerning a solicitation, contract award, or purchase by electronic posting.
- (3) Any actual Bidder, Proposer or Supplier (hereinafter "Protestor") who is adversely affected by the County's decision shall file with the County's Procurement Department a written notice of protest within seventy-two (72) hours (excluding Saturdays, Sundays, and County observed holidays) after the posting of the notice of decision or intended decision. The formal written notice of protest shall state at a minimum the following with particularity:
 - a. Identification of the protesting party, contact information and, if applicable, representative or attorney;

- b. Identification of the solicitation involved;
 - c. A statement of the grounds on which the protest is based; and
 - d. Specific information regarding the relief to which the Protestor deems itself entitled and/or the remedy requested.
- (4) A written notice of protest shall not challenge the specifications, scope of services, solicitation requirements, choice of procurement method, the evaluation criteria, the relative weight of the evaluation criteria or the formula specified for assigning points to the evaluation criteria in its protest.
- (5) Upon receipt of timely written notice of protest, the County may stop the solicitation or contract award process until the subject of the protest is resolved by final County action, unless the Procurement Director sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- (6) The Procurement Director shall have the authority to settle and resolve the protest and shall investigate the protest. Within seven (7) days (excluding Saturdays, Sundays, and County observed holidays) of receipt of a written notice of protest, the Procurement Director shall issue a written decision.
- (7) Any Protestor aggrieved by the written decision of the Procurement Director may appeal the decision to the County Manager within seven (7) days (excluding Saturdays, Sundays, and County observed holidays) of receipt of the Procurement Director's written decision. The request for an appeal shall be in writing and shall state with specificity the grounds therefore and the action requested of the County Manager. The County Manager shall attempt to settle or resolve the matter, with or without a hearing. The County Manager shall decide, in writing, within seven (7) days (excluding Saturdays, Sundays, and County observed holidays) following receipt of the appeal and such decision shall be final and conclusive on the Protestor.
- (8) Failure to follow the protest procedures or to meet any deadline set forth herein shall constitute a waiver and shall automatically nullify any protest or claim brought by an aggrieved Protestor. The County is not subject to or bound by the requirements and/or procedures set forth in Chapter 120, Florida Statutes.

Secs. 1-142—1-150. Reserved.

SECTION 2. CODIFICATION. It is the intent of the Board of County Commissioners for Nassau County that the provisions of this Ordinance shall become and shall be made part of the Code of Ordinances of Nassau County, Florida. The sections of this Ordinance may be re-numbers or re-lettered and the words may be changed to section, article or other such appropriate word or phrase in order to accomplish such intention. The Nassau County Clerk of Courts will ensure that this Ordinance is codified into, and published, as part of the Nassau County Code of Ordinances.

SECTION 3. CONFLICTING PROVISIONS. All ordinances, or parts of ordinances, in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. It is the intent of the Board of County Commissioners of Nassau County, Florida, and is hereby provided, that if any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon filing with the Secretary of State as provided in Florida Statutes, Section 125.66.

ADOPTED THIS ____ DAY OF _____, 2023 BY THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

KLYNT FARMER
Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:

DENISE C. MAY